AMENDMENT OF SOLICITATION/MODIFICATION OF CONT		NTRACT	1. CONTRACT ID CODE W912PL-04-B-00	002	PAGE OF PAGES 1 2
2. AMENDMENT MODIFICATION NO. 0003	3. EFFECTIVE DATE 07 SEP 2004	4. REQUISITION/PURCHASE REQ. N	10.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	,	7. ADMINISTERED BY (If other to	han Item 6)	CODE	
LOS ANGELES DISTRICT, CORPS OF EI P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-232					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State	and ZIP Code)		9A. AMENDMENT OF W912PL-04- W912PL-04- 9B. DATED (SEE IT 17 SEP 2004	B-0002 "EM 11) • (BID OPE N OF CONTRACTS/	
CODE	FACILITY CODE	O AMENDMENTS OF SOLICITA	TIONS		
The above numbered solicitation is amended as set forth in Item 14. Offers must acknowledge receipt of this amendment prior to the hour and did along the set of the	The hour and date specified for receip ate specified in the solicitation or as a copies of the amendment; (b) B to the solicitation and amendment num F OFFERS PRIOR TO THE HOUR AND I or change an offer already submitted.	nt of Offers mended, by one of the following method iy acknowledging receipt of this amendr ibers. FAILURE OF YOUR ACKNOWLEDG DATE SPECIFIED MAY RESULT	is exte is: nent on each copy of the offer i.	nded, is	not ex-
letter, provided each telegram or letter makes reference to the solicitation a 12. ACCOUNTING AND APPROPRIATION DATA (If required)	nd this amendment, and is received pr	for to the opening nour and date specific	eu. 		
		ODIFICATIONS OF CONTRACT			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify a. TRACT ORDER NO. IN ITEM 10A.		RDER NO. AS DESCRIBED IN IT HIN ITEM 14 ARE MADE IN THE CON-	EM 14.		
B. THE ABOVE NUMBERED CONTRACTIORDER IS MODIFIED TO appropriation date, etc.) SET FORTH IN ITEM 14, PURSU	REFL ect the administrative cha ant to the auth or ity of far 43	NGES (such as changes in paying 103(b)	office,		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUAN	NT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not,	is required to sign this			oies to the issuir	ng office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UC) 1. Replace Drawings No.: C9, C15, C21, 2. Replace Section 00010, Bid Schedule 3. Replace Section 00800, Special Contract 4. Replace Section 01200, General Requirem 5. Replace Section 01270 Mesurement and F Except as provided herein, all terms and conditions of the document referent and effect. 15A. NAME AND TITLE OF SIGNER (Type or print)	C22, C30, C31, C34, Requirements nents Payment	C35, DB02, DB08, Al	ND T02	rint)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC	A		16C. DATE SIGNED
(Signature of person authorized to sign)		BY	nature of Contracting Officer)		

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DIVISION 00 - DOCUMENTS

SECTION 00010

BID SCHEDULE

PART 1 GENERAL

- 1.1 Base Bid
- 1.2 OPTION NO. 1
- 1.3 OPTION NO. 2
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used
- -- End of Document Table of Contents --

SECTION 00010

BID SCHEDULE

PART 1 GENERAL

The numerical sequences of the bid items is not meant to determine for the Contractor the sequencing of the work.

1.1 Base Bid

Item	Description	Quantity	Unit Unit Price	Amount
0001	TRAFFIC CONTROL EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	1.00	Job L	s \$
0002	DIVERSION AND CONTROL OF WATER EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	1.00	Job L	s \$
0003	CLEAR SITE AND REMOVE OBSTRUCTIONS, EXCEPT FOR BID ITEM 0054 AND OPTION NO. 1 AND OPTION No. 2	1.00	Job L	s \$
0004	EXCAVATION CHANNEL, BLM LANDS AND/OR MATERIALS, EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	4,700	m³ \$	_ \$
0005	EXCAVATION CHANNEL, NON BLM LAND, EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	91,100	m³ \$	
0006	FLAMINGO DETENTION BASIN REMOVE AND DISPOSE OF DEBRIS LADEN SOILS AS SCRAP		m³ \$	\$·
0007	COMPACTED FILL, CHANNEL, NON BLM LAND, EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	45,400	m³ \$	\$
0008	COMPACTED FILL, GRADING EASEMENTS (GE), F-4 CHANNEL AND F-3 CHANNEL AND 5TH CELL STRUCTURE AREA, NON-BLM MATERIALS	40,250	m³ \$	\$

BASE Item	BID Description	Quantity	Unit	Unit Price	Amount
0009	CONCRETE, OPEN CHANNEL INVERT SLAB EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	185	m^3	\$	\$
0010	CONCRETE, OPEN CHANNEL WALLS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	135	m^3	\$	\$
0011	REINFORCING STEEL EXCEPT FOR OPTION NO. 2	30	t	\$	\$
0012	AGGREGATE BASE COURSE EXCEPT FOR BID ITEM NO. 1020 AND OPTION No. 2	1,900	t	\$	\$•
0013	ASPHALT CONCRETE PAVEMENT EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	605	t	\$	\$
0014	WEEPHOLE SYSTEM EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	1.00	Job	LS	\$
0015	TRANSITION WALL STRUCTURE # 1 (F-4 CHANNEL UPSTREAM OF BELTWAY)	1.00	Job	LS	\$
0016	CONFLUENCE STRUCTURE # 1 (F-4 CHANNEL AND PATRICK LATERAL)	1.00	Job	LS	\$
0017	TRANSITION WALL STRUCTURE # 2 (F-4 CHANNEL DOWNSTREAM PATRICK)	1.00	Job	LS	\$
0018	TRANSITION WALL STRUCTURE # 2A (PATRICK LATERAL DOWNSTREAM PATRIC	1.00 K)	Job	LS	\$
0019	RCB # 1 (PATRICK LATERAL)	1.00	Job	LS	\$
0020	RCB # 2 (F-4 CHANNEL AT PATRICK)	1.00	Job	LS	\$
0021	TRANSITION WALL STRUCTURE # 3 (F-4 CHANNEL UPSTREAM PATRICK)	1.00	Job	LS	\$

BASE Item		Quantity	Unit	Unit Price	Amount
0022	CONFLUENCE STRUCTURE # 2 (F-4 CHANNEL AND F-3 CHANNEL AND 5TH CELL)	1.00	Job	LS	\$
0023	F-4 CHANNEL AND F-3 CHANNEL AND 5TH CELL STRUCTURE	1.00	Job	LS	\$
0024	INVERT ACCESS RAMP # 1	1.00	Job	LS	\$
0025	F-3 CHANNEL 4 X RCB, AND 5TH CELL RCB UNDER FORT APACHE STRUCTURE	1.00	Job	LS	\$
0026	TRANSITION WALL STRUCTURE # 4 (F-3 CHANNEL AND 5TH CELL UPSTREAM FORT APACHE)	1.00	Job	LS	\$
0027	F-3 CHANNEL INLET STRUCTURE	1.00	Job	LS	\$
0028	TRANSITION WALL STRUCTURE # 5 (F-4 CHANNEL DOWNSTREAM FORT APACHE		Job	LS	\$
0029	RCB # 3A (F-4 CHANNEL RCB STA. 34+06.655 TO STA. 31+00.000)	1.00	Job	LS	\$
0030	RCB # 3C (F-4 CHANNEL RCB STA. 52+99.440 TO STA. 45+80.000)	1.00	Job	LS	\$
0031	TRANSITION WALL STRUCTURE # 6 (F-4 CHANNEL UPSTREAM WARM SPRINGS)	1.00	Job	LS	\$
0032	INVERT ACCESS RAMP # 2	1.00	Job	LS	\$
0033	SIDE DRAIN, F-4 CHANNEL STA. 23+60.000 LT 0.915 RCP	1.00	Job	LS	\$
0034	SIDE DRAIN, F-4 CHANNEL STA. 26+60.000 LT 1.525 X 0.610 RC	1.00 CB	Job	LS	\$
0035	SIDE DRAIN, F-4 CHANNEL STA. 29+38.946 RT 0.457 RCP	1.00	Job	LS	\$

BASE Item		Quantity	Unit Unit Price	Amount
0036	SIDE DRAIN, F-4 CHANNEL STA. 32+17.305 LT 1.525 X 0.610 RC		Job I	us \$
0037	SIDE DRAIN, F-4 CHANNEL STA. 52+89.543 LT 0.457 RCP	1.00	Job I	us \$
0038	SIDE DRAIN, F-4 CHANNEL STA. 52+35.05 LT 1.219 RCP	1.00	Job I	us \$
0039	SIDE DRAIN, F-3 CHANNEL STA. 11+70.000 LT 0.760 X 0.460 RC		Job I	us \$
0040	SIDE DRAIN, 5TH CELL STA. 11+60.000 RT 0.610 RCP	1.00	Job I	us \$
0041	CONCRETE OVERFLOW STRUCTURE	1.00	Job I	us \$
0042	ROAD DETOURS AND ROAD RECONSTRUCTION EXCEPT OPTION NO. 1	1.00	Job I	us \$
0043	UTILITY CROSSING ITEMS EXCEPT OPTION NO. 1 AND OPTION NO. 2	1.00	Job I	us \$
0044	ADJUST SEWER MANHOLE FRAMES AND COVERS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	3	EA \$	\$
0045	SINGLE SWING GATES	1	ea \$	_ \$
0046	LADDER SYSTEMS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	1.00	Job I	us \$
0047	MANHOLES FOR RCB CONDUITS, CULVERTS, AND LATERALS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	1.00	Job I	us \$
0048	CHAIN LINK FENCE, 1.829 M HIGH 9 GAGE EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	2,180	m \$	\$

BASE Item	BID Description	Quantity	Unit	Unit Price	Amount		
0049	POST AND CABLE RAILING EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	2,110	m	\$	\$		
0050	DOUBLE SWING GATES EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	12	ea	\$	\$		
0051	PRE-EMERGENT HERBICIDE AND PIGMENTED DUST PALLIATIVE/SOIL STABILIZER ON NON-REVEGETATED AREAS OF CHANNEL EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	12.2	НА	\$	\$		
0052	STATION MARKINGS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2	1.00	Job	LS	\$		
0053	AS-BUILT DRAWINGS ENTIRE PROJECT	1.00	Job	LS	\$		
0054	CLEAR SITE AND REMOVE OBSTRUCTIONS BID ITEM 0054 ONLY	, 1.00	Job	LS	\$		
0055	STORM WATER POLLUTION PREVENTION FACILITIES, EXCEPT OPTION NO. 1 AND OPTION NO. 2	1.00	Job	LS	\$		
0056	CONSTRUCTION WATER EXCEPT OPTION NO. 1 AND OPTION NO. 2	1.00	Job	LS	\$•		
	SUBTOTAL ESTIMATED AMOUNT OF BASE BID: \$ (Line Items 0001 through 0056)						

1.2 **OPTION NO. 1**

Item	Description	Quantity	Unit Unit Price	a Amount
1001	TRAFFIC CONTROL OPTION NO. 1	1.00	Job	LS \$
1002	DIVERSION AND CONTROL OF WATER OPTION NO. 1	1.00	Job	LS \$
1003	CLEAR SITE AND REMOVE OBSTRUCTIONS OPTION NO. 1	1.00	Job	LS \$
1004	EXCAVATION CHANNEL, NON-BLM LAND, OPTION NO. 1	45,050	m³ \$	\$
1005	EXCAVATION CHANNEL, BLM LANDS, OPTION NO. 1	10,000	m³ \$	\$
1006	PROVIDE CHANNEL EXCAVATION SHORING	1.00	Job	LS \$
1007	COMPACTED FILL, CHANNEL, NON-BLM LAND, OPTION NO. 1	26,700	m³ \$	\$
1008	COMPACTED FILL, CHANNEL, BLM LAND, OPTION NO. 1	6,000	m³ \$	\$
1009	RCB # 3B (F-4 CHANNEL RCB STA. 45+80.000 TO STA. 34+06.655)	1.00	Job	LS \$
1010	SIDE DRAIN, F-4 CHANNEL STA. 44+56.714 LT 0.457 RCP	1.00	Job	LS \$
1011	SIDE DRAIN, F-4 CHANNEL STA. 44+41.469 RT 1.524 X 0.915 R		Job	LS \$
1012	ROAD DETOURS AND ROAD RECONSTRUCTION NO. 1	ON 1.00	Job	LS \$
1013	MANHOLES FOR RCB CONDUITS, CULVERT AND LATERALS OPTION NO. 1	S, 1.00	Job	LS \$

	N NO. 1 Description	Quantity	Unit	Unit Price	Amount
1014	PRE-EMERGENT HERBICIDE AND PIGMENTED DUST PALLIATIVE/SOIL STABILIZER ON NON-REVEGETATED AREAS OF OPTION NO. 1	7.3	НА	\$	\$
1015	LADDER SYSTEMS OPTION NO. 1	1.00	Job	LS	\$
1016	STORM WATER POLLUTION PREVENTION FACILITIES, OPTION NO. 1	1.00	Job	LS	\$
1017	ADJUST SEWER MANHOLE FRAMES AND COVERS OPTION NO. 1	2	EA	\$	\$
1018	STATION MARKINGS OPTION NO. 1	1.00	Job	LS	\$
1019	UTILITY CROSSING ITEMS OPTION NO. 1	1.00	Job	LS	\$
1020	FLAMINGO DETENTION BASIN AGGREGATE BASE COURSE SERVICE ROAD		t	\$	\$
1021	SIDE DRAIN, F-4 CHANNEL STA. 40+00.000 RT 0.457 RCP	1.00	Job	LS	\$
1022	SIDE DRAIN, F-4 CHANNEL STA. 38+20.000 LT 0.457 RCP	1.00	Job	LS	\$
1023	SIDE DRAIN, F-4 CHANNEL STA. 36+28.610 RT 1.525 X 0.915 R	1.00 .CB	Job	LS	\$
1024	TORTOISE FENCE, OPTION NO. 1 F-4 CHANNEL	620	m	\$	\$
1025	TORTOISE FENCE, F-4 DEBRIS BASIN	4,810	m	\$	\$
1026	PLANT NURSERY AREA, TEMPORARY	1.00	Job	LS	\$
1027	PROVIDE PLANT STORAGE IRRIGATION DURING CONSTRUCTION	1.00	Job	LS	\$
1028	SALVAGE, STORE, AND MAINTAIN PLANTS - CACTUS	79	ea	\$	\$

	N NO. 1 Description	Quantity	Unit	Unit Price	Amount
1029	SALVAGE, STORE, AND MAINTAIN PLANTS - CREOSOTE BUSH	240	ea	\$	\$
1030	SALVAGE, STORE, AND MAINTAIN PLANTS - WHITE BURSAGE	240	ea	\$	\$
1031	SALVAGE, STORE, AND MAINTAIN PLANTS - MOHAVE YUCCA	302	ea	\$	\$
1032	SALVAGE, STORE, AND MAINTAIN PLANTS - MORMON TEA	120	ea	\$	\$
1033	STRIP AND STOCKPILE TOPSOIL, F-4 DEBRIS BASIN RIGHT OF WAY AND F-4 DEBRIS BASIN TEMPORARY CONSTRUCTION EASEMENT, AND F-4 CHANNEL STAGING AREA, BLM LAND	19,505	m ³	\$	\$
1034	CLEAR SITE AND REMOVE OBSTRUCTIONS, BLUE DIAMOND AND FLAMINGO DETENTION BASINS	1.00	Job	LS	\$
1035	BLUE DIAMOND PROVIDE AND PLANT MORMON TEA	324	ea	\$	\$
1036	BLUE DIAMOND PROVIDE AND PLANT CREOSOTE BUSH	324	ea	\$	\$
1037	BLUE DIAMOND PROVIDE AND PLANT WHITE BURSAGE	324	ea	\$	\$
1038	BLUE DIAMOND PROVIDE AND PLANT MOHAVE YUCCA	135	ea	\$	\$
1039	BLUE DIAMOND PROVIDE AND PLANT HEDGEHOG CACTUS	32	ea	\$	\$
1040	BLUE DIAMOND PROVIDE AND PLANT PENCIL CHOLLA	32	ea	\$	\$
1041	BLUE DIAMOND PROVIDE AND PLANT ANDERSON WOLFBERRY	108	ea	\$	\$

	N NO. 1 Description	Quantity	Unit Unit Price	Amount
1042	BLUE DIAMOND PROVIDE AND PLANT BEAVERTAIL CACTUS	32	ea \$	\$
1043	BLUE DIAMOND PROVIDE SEEDING AND FERTILIZATION	5.4	на \$	\$
1044	BLUE DIAMOND PROVIDE 1 YEAR IRRIGATION AND MAINTENANCE	1.00	Job	LS \$
1045	FLAMINGO BASIN PROVIDE AND PLANT MORMON TEA	205	ea \$	\$
1046	FLAMINGO BASIN PROVIDE AND PLANT CREOSOTE BUSH	246	ea \$	\$
1047	FLAMINGO BASIN PROVIDE AND PLANT WHITE BURSAGE	246	ea \$	\$
1048	FLAMINGO BASIN PROVIDE AND PLANT HEDGEHOG CACTUS	24	ea \$	\$
1049	FLAMINGO BASIN PROVIDE AND PLANT PENCIL CHOLLA	24	ea \$	\$
1050	FLAMINGO BASIN PROVIDE AND PLANT ANDERSON WOLFBERRY	82	ea \$	\$
1051	FLAMINGO BASIN PROVIDE AND PLANT BEAVERTAIL CACTUS	24	ea \$	\$
1052	FLAMINGO BASIN PROVIDE SEEDING AND FERTILIZATION	4.1	на \$	\$
1053	FLAMINGO BASIN PROVIDE 1 YEAR IRRIGATION AND MAINTENANCE	1.00	Job	LS \$
1054	ONE YEAR GUARANTEE ON LANDSCAPE WORK AT BLUE DIAMOND BASIN	1.00	Job	LS \$
1055	ONE YEAR GUARANTEE ON LANDSCAPE WORK AT FLAMINGO BASIN	1.00	Job	LS \$
1056	BLUE DIAMOND DETENTION BASIN LANDSCAPE FILL	8,300	m³ \$	\$

OPTIO Item	N NO. 1 Description	Quantity	Unit Unit Pric	e Amount
1057	FLAMINGO DETENTION BASIN LANDSCAPE FILL	1,100	m³ \$	\$
1058	CONSTRUCTION WATER OPTION NO. 1	1.00	Job	LS \$
NO. 1	TAL ESTIMATED AMOUNT OF OPTION BID ITEMS BE Items 1001 through 1058)	\$		•

1.3 **OPTION NO. 2**

Item	Description	Quantity	Unit	Unit Price	Amount
2001	TRAFFIC CONTROL OPTION No. 2	1.00	Job	LS	\$
2002	DIVERSION AND CONTROL OF WATER OPTION No. 2	1.00	Job	LS	\$
2003	CLEAR SITE AND REMOVE OBSTRUCTIONS, OPTION NO. 2	1.00	Job	LS	\$
2004	EXCAVATION CHANNEL, NON BLM LAND, OPTION NO. 2	9,500	m^3	\$	\$
2005	EXCAVATION CHANNEL, BLM LAND, OPTION NO. 2	24,750	m^3	\$	\$
2006	EXCAVATION F-4 DEBRIS BASIN, BLM LAND	123,000	m ³	\$	\$
2007	COMPACTED FILL, CHANNEL, BLM LAND, OPTION NO. 2	11,500	m^3	\$	\$
2008	COMPACTED FILL, F-4 DEBRIS BASIN EMBANKMENT AND INVERT, BLM LAND	45,510	m^3	\$	\$
2009	MISCELLANEOUS FILL, F-4 DEBRIS BASIN EMBANKMENT AND INVERT, BLM LAND	24,150	m^3	\$	\$
2010	CONCRETE, OPEN CHANNEL INVERT SLAB OPTION NO. 2	1,665	m^3	\$	\$
2011	CONCRETE, OPEN CHANNEL WALLS OPTION NO. 2	1,140	m ³	\$	\$
2012	REINFORCING STEEL OPTION NO. 2	245	t	\$	\$
2013	AGGREGATE BASE COURSE OPTION NO. 2	1,950	t	\$•_	\$
2014	ASPHALT CONCRETE PAVEMENT OPTION NO. 2	500	t	\$	\$

OPTIO Item	N NO. 2 Description	Quantity	Unit Unit Price	Amount
2015	WEEPHOLE SYSTEM OPTION NO. 2	1.00	Job 1	LS \$
2016	TRANSITION WALL STRUCTURE # 7 (F-4 CHANNEL DOWNSTREAM RCB # 4)	1.00	Job 1	LS \$
2017	RCB # 4 (F-4 CHANNEL AT FORT APACHE)	1.00	Job 1	LS \$
2018	TRANSITION WALL STRUCTURE # 8 (F-4 CHANNEL UPSTREAM RCB # 4)	1.00	Job 1	LS \$
2019	INVERT ACCESS RAMP # 3	1.00	Job	LS \$
2020	TRANSITION WALL STRUCTURE # 9 (F-4 CHANNEL UPSTREAM RCB # 5)	1.00	Job 1	LS \$
2021	RCB # 5 (F-4 CHANNEL AT FORT APACHE)	1.00	Job 1	LS \$
2022	TRANSITION WALL STRUCTURE # 10 (F-4 CHANNEL UPSTREAM RCB # 5)	1.00	Job 1	LS \$
2023	DEBRIS BASIN EMBANKMENT SOIL CEMENT ARMOR	5,650	m³ \$	_ \$
2024	PORTLAND CEMENT FOR SOIL CEMENT	1,362	t \$	\$
2025	POZZOLAN FOR SOIL CEMENT	176	t \$	\$
2026	DEBRIS BASIN LOW FLOW OUTLET RCB	1.00	Job	LS \$
2027	DEBRIS BASIN LOW FLOW OUTLET TOWER	1.00	Job I	LS \$
2028	OUTLET CONDUIT SIDE DRAIN STRUCTURE STA. 64+95.108 RT 0.910 X 0.910 RC		Job I	LS \$
2029	SIDE DRAIN, F-4 CHANNEL STA. 60+97.118 RT 0.457 RCP	1.00	Job 1	LS \$

	N NO. 2 Description	Quantity	_	Jnit Price	Amount
2030	SIDE DRAIN, F-4 CHANNEL STA. 62+31.759 RT 0.457 RCP	1.00	Job	LS	\$
2031	SIDE DRAIN, F-4 CHANNEL STA. 64+90.674 LT 1.525 RCP (INTO SLOTTED CHAMBER)	1.00	Job	LS	\$
2032	SLOTTED CHAMBER	1.00	Job	LS	\$
2033	MANHOLES FOR RCB CONDUITS, CULVERTS, AND LATERALS OPTION No. 2	1.00	Job	LS	\$
2034	CHAIN LINK FENCE, 1.829 M HIGH 9 GAGE OPTION No. 2	2,100	m \$	·	\$
2035	POST AND CABLE RAILING OPTION NO. 2	2,065	m \$	Ş	\$
2036	DOUBLE SWING GATES OPTION NO. 2	10	ea \$	·	\$
2037	PRE-EMERGENT HERBICIDE AND PIGMENTED DUST PALLIATIVE/SOIL STABILIZER ON NON-REVEGETATED AREAS OF DEBRIS BASIN EMBANKMENT, INVERT, AND CHANNEL OPTION NO. 2	21.9	HA \$	\$·_	\$
2038	STATION MARKINGS OPTION NO. 2	1.00	Job	LS	\$
2039	LADDER SYSTEMS OPTION NO. 2	1.00	Job	LS	\$
2040	COMPACTED FILL, GRADING EASEMENTS (GE), F-4 CHANNEL OPTION NO. 2 ARE NON-BLM MATERIALS		m³ \$	5	\$
2041	PROVIDE IRRIGATION FOR 1 YEAR AFTER CONSTRUCTION AT F-4 DEBRIS BASIN	1.00	Job	LS	\$
2042	ONE YEAR GUARANTEE ON LANDSCAPE WORK AT F-4 DEBRIS BASIN	1.00	Job	LS	\$

	N NO. 2 Description	Quantity	Unit	Unit Price	Amount
2043	TRANSPLANT TO F-4 BASIN CACTUS	79	ea	\$	\$
2044	TRANSPLANT TO F-4 BASIN CREOSOTE BUSH	240	ea	\$	\$
2045	TRANSPLANT TO F-4 BASIN WHITE BURSAGE	240	ea	\$	\$
2046	TRANSPLANT TO F-4 BASIN MOHAVE YUCCA	302	ea	\$	\$
2047	TRANSPLANT TO F-4 BASIN MORMON TEA	120	ea	\$	\$
2048	PLACE TOPSOIL TO FINISH GRADE, F-4 DEBRIS BASIN EMBANKMENT DOWNSTREAM SURFACE	10,000	m ³	\$	\$
2049	SEEDING AND FERTILIZATION, F-4 DEBRIS BASIN EMBANKMENT DOWNSTREAM SURFACE	2.9	НА	\$	\$
2050	PROVIDE BROWSE PROTECTION F-4 DEBRIS BASIN	480	ea	\$	\$
2051	SIMULATED DESERT VARNISH ROCK COLOR MITIGATION	1.00	Job	LS	\$
2052	SOIL SAMPLING AND TESTING FOR FERTILITY, F-4 DEBRIS BASIN	4	ea	\$	\$
2053	PIGMENTED DUST PALLIATIVE/SOIL STABILIZER ONLY ON REVEGETATED AREA	2.4 AS	НА	\$	\$
2054	UTILITY CROSSING ITEMS OPTION NO. 2	1.00	Job	LS	\$
2055	STORM WATER POLLUTION PREVENTION FACILITIES, OPTION NO. 2	1.00	Job	LS	\$
2056	CLEAR SITE AND REMOVE OBSTRUCTIONS OPTION NO. 2 DRAWING SHEET DT29	1.00	Job	LS	\$

OPTION NO. 2 Item Description		Quantity		Unit Price	Amount
rcem	Description	Qualitity	01110	1106	Amount
2057	BASIN DIVERSION LEVEE, BLM LAND	1.00	Job	LS	\$
2058	F-4 BASIN 0.150 STONE / CALICHE	50	m³ \$	\$	\$•
2059	COMPACTED FILL, CHANNEL, NON-BLM LAND, OPTION NO. 2	5,800	m ³ \$	·	\$
2060	SIDE DRAIN, F-4 CHANNEL STA. 59+90.406 RT 0.610 RCP	1.00	Job	LS	\$
2061	SIDE DRAIN, F-4 CHANNEL STA. 59+29.590 RT 0.610 RCP	1.00	Job	LS	\$
2062	SIDE DRAIN, F-4 CHANNEL STA. 57+74.586 RT 0.610 RCP	1.00	Job	LS	\$
2063	SIDE DRAIN, F-4 CHANNEL STA. 56+89.543 RT 0.457 RCP	1.00	Job	LS	\$
2064	BASIN DEPTH GAGES	1.00	Job	LS	\$
2065	BASIN STILLING WELL	1.00	Job	LS	\$
2066	CONSTRUCTION WATER OPTION NO. 2	1.00	Job	LS	\$
NO. 2	SUBTOTAL ESTIMATED AMOUNT OF OPTION \$ NO. 2 BID ITEMS (Line Items 2001 through 2066)				

TOTAL ESTIMATED AMOUNT: \$____. (Base Bid and Option No.1 and No.2 Bid Items)

Abbreviations:

m = meter

 m^3 = cubic meter m^2 = square meter

t = metric ton (1000 kilograms)

 $\begin{array}{lll} \mbox{ea} & = & \mbox{each} \\ \mbox{LS} & = & \mbox{lump sum} \\ \mbox{HA} & = & \mbox{hectare} \end{array}$

SECTION 00010 - SOLICITATION CONTRACT FORM

CLAUSES INCORPORATED BY FULL TEXT

- 1. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
- 2. If a modification to a bid based on unit prices is submitted which provides for a lump sum adjustment to the total estimated amount, the application of the lump sum adjustment to each unit price in the Price Schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Price Schedule.
- 3. Prices must be submitted on all individual items of the Price Schedule, otherwise the bid will be considered non-responsive and will be rejected.
- 4. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Price Schedule as submitted by the bidder:
 - a. Obviously misplaced decimal points will be corrected;
 - b. In case of discrepancy between the unit price and the extended price, the unit price will govern;
 - c. Apparent errors in extensions of unit prices will be corrected;
 - d. Apparent errors in addition of lump sum and extended prices will be corrected.
- 5. For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends the bid to be evaluated on the basis of unit prices the totals arrived at by the resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- 6. The lump sum "LS" line items in the Price Schedule are not "Estimated Quantity" line items and are not subject to the "Variation in Estimated Quantity" contract clause.
- 7. The Contract Clause 52.232-27, "Prompt Payment for Construction Contracts" requires that the name and address of the contractor official, to whom payment is to be sent, be the same as that in the contract or in a proper Notice of Assignment.
- 8. Principal Contracting Officer. The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his authority, may take formal action on this contract when the Principal Contracting Officer is unavailable and the action needs to be taken.
- 9. Amounts and prices shall be indicated in either words or figures, NOT BOTH.
- 10. Payment of Electronic Funds Transfer (EFT) is the mandatory method of payment. The Contractors attention is directed to Contract Clause NO. 52.232-33 "Mandatory Information for Electronic Funds Transfer" located in Section 00800.
- 11. The bidder shall distribute his indirect costs (overhead, profit, bond, etc.,) over all items in the Price Schedule. The Government will review all submitted Price Schedules for any unbalancing of the items. Any submitted Price Schedule determined to be unbalanced may be considered nonresponsive and cause the bidder to be ineligible for contract award.
- 12. The bidder shall furnish all plant, labor, material, equipment, etc., necessary to perform all work in strict accordance with the terms and conditions set forth in the contract in include all attachments thereto.

- 13. Some quantities are ESTIMATED, the bidders prices MUST BE FIRM.
- 14. Bidder is cautioned to check his Price Schedule carefully prior to submission. If the Price Schedule contains unit prices, they should be round off to the second decimal point only NOT EXTENDED FUTHER.
- 15. Contractor is required to fill in Cage code (Reference Section 00600, entitled "Required Central Contractor Registration" Mar 1998) and DUNS Number (Reference Section 00600, entitled, "Data Universal Numbering System (DUNS) Number" Jun1999) in Block No. 15 on Standard Form 1442, Name and Address Block (Cage Code under Code and DUNS No. under Facility Code respectively).
- 16. The Government contemplates award on one contract to the responsive, responsible bidder who submits the low bid for the total of all the items in the Bid Schedule.
- 17. EVALUATION OF OPTIONS: (FAR 52.217-5) (JUL 1990) Except when it is determined in accordance with FAR 17/206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).
- 18. EXERCISE OF OPTIONS. The Government reserves the right to exercise the option(s) by written notice to the Contractor either singularly or in any combination for up to the following calendar days after the Note To Proceed (NTP) without an increase in the Offeror's bid price. Completion of added options shall continue at the same schedule as the Base Bid unless otherwise noted in the SPECIAL CLAUSES, Paragraph 1, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.
- OPTION NO. 01 The Government reserves the right to Award Option No. 1 within 160 Calendar Days from Contractor Receipt of Notice to Proceed of the contract base bid work.
- OPTION NO. 02 The Government reserves the right to Award Option No. 2 within 250 Calendar Days from Contractor Receipt of Notice to Proceed of the contract base bid work.
- 19. MANDATORY WORK STOPPAGES DELETE PARAGRAPH IN ENTIRETY

IFB NO.: W912PL-04-B-0002 CONTRACT NO.:

CERTIFICATE OF CORPORATE PRINCIPAL

1) IF THE OFFEROR IS A JOI	NT VENTURE, COMPLETE THE FO	DLLOWING:		
(Company Name)	(Signature)	(Title)		
(Company Name)	(Signature)	(Title)		
(Company Name)	(Signature)	(Title)		
2) IF THE OFFEROR IS PART	NERSHIP, LIST FULL NAME OF A	LL PARTNERS:		
(Company Name)	(Signature)	(Title)		
(Company Name)	(Signature)	(Title)		
(Company Name)	(Signature)	(Title)		
3) IF THE OFFEROR IS A CO	RPORATION, THE FOLLOWING C	ERTIFICATION SHOULD BE COMPLETED:		
	CERTIFICATION AS TO CORP	ORATE PRINCIPAL		
	, certify that I am the Secretary of the corporation named as principal in the			
		said contract on behalf of the principal, was the is signature and that his signature is genuine; and		
		poration by authority of its governing body.		
	CORPORATE PRINCIPA	AL		
CORPORATE SEAL				

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**DENOTES CHANGE

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.0001-4001 CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

Department of the Army Los Angeles District, Corps of Engineers P.O. Box 532711, SPLCT-E Los Angeles, California 90053-2325

ATTN: SANDY HALL

Telephone No: (213) 452-3243

Payment will be made by:

USACE Finance Center ATTN: CEFC-AO-P 5270 Integrity Drive Millington, TN 38054-5005

Submit Invoices to:

USAED – L.A. TROPICANA PROJECT OFFICE 4440 SO. DURANGO DRIVE, BLDG. B, SUITE D LAS VEGAS, NEVADA 89117-8672 ATTN: ROBERT CASKIE

**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract FOR THE BASE BID ITEMS within $10\,$ calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than $540\,$ calendar days after the contractor receives the Notice to Proceed . The time stated for completion shall include final cleanup of the premises.

OPTION NO. 01 – The Government reserves the right to Award Option No. 1 within 160 Calendar Days from Contractor Receipt of Notice to Proceed of the contract base bid work.

OPTION NO. 02 – The Government reserves the right to Award Option No. 2 within 250 Calendar Days from Contractor Receipt of Notice to Proceed of the contract base bid work.

THE COMPLETION TIME OF 540 DAYS REMAINS THE SAME FOR BOTH OPTION NO'S. 1 AND 2

**DENOTES CHANGE

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THE TI ME FOR COMPLETION OF OPTION NO'S. 1 AND 2 SHALL BE WITHIN THE 540 CALENDAR DAYS AS STATED ABOVE.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$2,362.00 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
25.0% to 30.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in

the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --
- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Las Vegas, Clark County, Nevada. (End of provision)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if-

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-12 Prospective Subcontractor Requests for Bonds. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

- (a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.
- (b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.
- (c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--
- (1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;
- (2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:
- (i) For contracts subject to the Miller Act, the later of--
- (A) One year following the expected date of final payment;
- (B) For performance bonds only, until completion of any warranty period; or
- (C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.
- (ii) For contracts not subject to the Miller Act, the later of--
- (A) 90 days following final payment; or
- (B) For performance bonds only, until completion of any warranty period.
- (d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the

required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:
[Issuing Financial Institution's Letterhead or Name and Address]
Issue Date
IRREVOCABLE LETTER OF CREDIT NO
Account party's name
Account party's address
For Solicitation No(for reference only)
TO: [U.S. Government agency]
[U.S. Government agency's address]
1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on, or any automatically extended expiration date.
2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.
3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.
4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.
5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of [state of confirming financial institution, if any, otherwise state of issuing financial institution].
6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after

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the resumption of our business.

Sincerely,
[Issuing financial institution]
(f) The following format shall be used by the financial institution to confirm an ILC:
[Confirming Financial Institution's Letterhead or Name and Address]
(Date)
Our Letter of Credit Advice Number
Beneficiary: [U.S. Government agency]
Issuing Financial Institution:
Issuing Financial Institution's LC No.:
Gentlemen:
1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by [name of issuing financial institution] for drawings of up to United States dollars /U.S. \$ and expiring with our close of business on [the expiration date], or any automatically extended expiration date.
2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at
3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.
4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:
(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or
(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.
5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of [state of confirming financial institution].
6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.
Sincerely,

[Confirming financial institution	on]	
(g) The following format shall	be used by the Contracting Officer	for a sight draft to draw on the Letter of Credit:
SIGHT DRAFT		
	_	
[City, State]		
(Date)	_	
[Name and address of financial	institution]	
	[Beneficiary Agency] ocable Letter of Credit No	the sum of United States \$
[Beneficiary Agency]		
Ву:		
(End of clause)		

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

- (b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
- (1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
- (2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
- (3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
- (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

- (c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
- (d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.
- (e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.231-4001 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) EFARS 52-231-5000

- (a) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region VII. Working conditions shall be considered to be average for determining equipment rates using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.
- (b) Equipment rental costs are allowable, subject to the provision of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.
- (c) When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs of pricing data submitted are accurate, complete and current.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

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- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a

proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.232-4001 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995) EFARS 52-232-5002

- (a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$10,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payment beyond the funds reserved for this contract is contingent on the reservation of additional funds.
- (b) Failure to make payment in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.
- (c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing and administrative modification to the contract.
- (d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.
- (e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.
- (f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.
- (g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.
- (h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such Section 00800-12

a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

- (i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.
- (j) The term "Reservation" means monies that have been set aside and made available for payments under this contract

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 35% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Surveys and Test borings.
- (b) Weather conditions The contractor shall satisfy himself as to the hazards likely to arise from weather conditions.
- (c) Transportation facilities The contractor shall make his own investigation of the conditions of existing public and private roads and clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereof shall not become a basis for claims against the Government or extensions of time for completion of the work.

(d) N/A.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

- (a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the

Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984)

- (a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- (b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
- (c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved",

"acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

- (c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".
- (d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.0236-4001 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1996) EFARS 52.236-5000

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

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(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
- (i) In deliverable end item quantities only; or
- (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for
- (i) the affected portions of the existing contract requirement and
- (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.

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- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action.
- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

- (f) Sharing.
- (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by
- (i) 45 percent for fixed-price contracts or
- (ii) 75 percent for cost-reimbursement contracts.
- (2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--
- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.
- (g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.
- (h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's Section 00800-17

price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-4001 BASIS FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total costs basis, the following principals will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.³
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs age normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recover through the indirect expense rate.

 (End of Statement)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File Drawing No. SEE DRAWING LIST

(End of clause)

252.247-7023 TRANSPORATION OF SSUPPLIES BY SEA (MAY 2002)

- (a) Definitions. As used in this clause --
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

TOTAL____

Section 00800-21

- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

SECTION 00800b DRAWING INDEX

OHEEM	C7 T	CADD	DEMOTON	
SHEET	CAL FILENAME	CADD FILENAME	REVSION NUMBER	DESCRIPTION
NONDER	I ILDDIVINID	LIDDIVITID	NOPIDEIX	DESCRIPTION
T01	T01.CAL	214/057	REV 'A'	VICINITY MAP, PROJECT LOCATION MAP
T02	T02.CAL	214/058	REV.'C'	INDEX TO CONTRACT DRAWINGS, ABBREVIATIONS, AND SYMBOLS
T03	T03.CAL	214/059	REV 'A'	CONTROL POINTS, ABBREVIATIONS, AND SYMBOLS
T04	T04.CAL	214/060	REV 'A'	SURVEY CONTROL MAP
T05 T06	T05.CAL T06.CAL	214/061 214/062	REV 'A'	SURVEY CONTROL MAP WORK LIMITS, STA 66+74.000 TO STA.DGN 65+20.000
T06	T06.CAL	214/062	REV 'A'	WORK LIMITS, STA 66+74.000 TO STA.DGN 65+20.000 WORK LIMITS, STA 65+20.000 TO STA.DGN 58+80.000
T08	TO8.CAL	214/064	REV 'A'	WORK LIMITS, STA 58+80.000 TO STA.DGN 51+60.000
T09	T09.CAL	214/065	110 4 11	WORK LIMITS, STA 51+60.DGN000 TO STA.DGN 44+60.DGN000
T10	T10.CAL	214/066	REV 'A'	WORK LIMITS, STA 44+60.000 TO STA.DGN 37+40.000
T11	T11.CAL	214/067	REV 'A'	WORK LIMITS, STA 37+40.000 TO STA.DGN 30+60.000
T12	T12.CAL	214/068	REV 'A'	WORK LIMITS, STA 30+60.000 TO STA.DGN 24+60.000
T13	T13.CAL	214/069	REV 'A'	WORK LIMITS, STA 24+60.000 TO STA.DGN 23+07.000
T14	T14.CAL	214/070	REV 'A'	DISPOSAL SITE
C01	C01.CAL	214/071.1		PLAN AND PROFILE, STA. 66+74.475 TO STA. 65+00.000
C02 C03	C02.CAL C03.CAL	214/072.1 214/073.1		PLAN AND PROFILE, STA. 65+00.000 TO STA. 62+00.000 PLAN AND PROFILE, STA. 62+00.000 TO STA. 59+40.000
C03	C03.CAL	214/073.1		PLAN AND PROFILE, STA. 52+40.000 TO STA. 59+40.000 PLAN AND PROFILE, STA. 59+40.000 TO STA. 56+80.000
C05	C05.CAL	214/075.1		PLAN AND PROFILE, STA. 56+80.000 TO STA. 54+20.000
C06	C06.CAL	214/076.1		PLAN AND PROFILE, STA. 54+20.000 TO STA. 51+40.000
C07	C07.CAL	214/077.1	REV.'B'	PLAN AND PROFILE, STA. 51+40.000 TO STA. 49+00.000
C08	C08.CAL	214/078.1	REV.'B'	PLAN AND PROFILE, STA. 49+00.000 TO STA. 46+00.000
C09	C09.CAL	214/079.1	REV.'C'	PLAN AND PROFILE, STA. 46+00.000 TO STA. 43+00.000
C10	C10.CAL	214/080.1	REV.'B'	PLAN AND PROFILE, STA. 43+00.000 TO STA. 40+40.000
C11	C11.CAL	214/081.1	REV.'B'	PLAN AND PROFILE, STA. 40+40.000 TO STA. 38+00.000
C12	C12.CAL	214/082.1	REV.'B'	PLAN AND PROFILE, STA. 38+00.000 TO STA. 35+20.000
C13	C13.CAL	214/083.1		PLAN AND PROFILE, STA. 35+20.000 TO STA. 32+80.000
C14	C14.CAL	214/084.1		PLAN AND PROFILE, STA. 32+80.000 TO STA. 29+80.000
C15	C15.CAL	214/085.1	REV.'B'	PLAN AND PROFILE, STA. 29+80.000 TO STA. 27+00.000
C16 C17	C16.CAL C17.CAL	214/086.1 214/087.1		PLAN AND PROFILE, STA. 27+00.000 TO STA. 25+00.000 PLAN AND PROFILE, STA. 25+00.000 TO STA. 23+07.420
C17	C17.CAL C18.CAL	214/08/.1		PLAN AND PROFILE, F-3 CHANNEL
C10	C19.CAL	214/089.1		PLAN AND PROFILE, 5TH CELL
C20	C20.CAL	214/090.1		PLAN AND PROFILE, PATRICK LATERAL
C21	C21.CAL	214/091.1	REV.'B'	F3 GRADING PLAN
C22	C22.CAL	214/092	REV.'B'	CROSS SECTIONS, STA. 66+60.000 TO STA. 64+80.000
C23	C23.CAL	214/093	REV 'A'	CROSS SECTIONS, STA. 64+40.000 TO STA. 62+50.000
C24	C24.CAL	214/094	REV 'A'	CROSS SECTIONS, STA. 62+00.000 TO STA. 60+00.000
C25	C25.CAL	214/095	REV 'A'	CROSS SECTIONS, STA. 59+00.000 TO STA. 57+00.000
C26	C26.CAL	214/096	REV 'A'	CROSS SECTIONS, STA. 56+00.000 TO STA. 53+60.000
C27	C27.CAL	214/097	REV 'A'	CROSS SECTIONS, STA. 53+20.000 TO STA. 51+00.000 CROSS SECTIONS, STA. 50+00.000 TO STA. 48+00.000
C28 C29	C28.CAL C29.CAL	214/098 214/099	REV 'A'	CROSS SECTIONS, STA. 47+00.000 TO STA. 45+00.000
C30	C30.CAL	214/100	REV.'B'	CROSS SECTIONS, STA. 44+40.000 TO STA. 42+00.000
C31	C31.CAL	214/101	REV. B	CROSS SECTIONS, STA. 44+40.000 TO STA. 42+00.000
C32	C32.CAL		REV 'A'	CROSS SECTIONS, STA. 36+31.156 TO STA. 35+40.000
C33	C33.CAL	214/103		CROSS SECTIONS, STA. 34+80.000 TO STA. 33+60.000
C34	C34.CAL	214/104	REV.'B'	CROSS SECTIONS, STA. 32+40.000 TO STA. 31+25.000
C35	C35.CAL	214/105	REV.'B'	CROSS SECTIONS, STA. 31+00.000 TO STA. 30+00.000
C36	C36.CAL	214/106	REV 'A'	CROSS SECTIONS, STA. 29+50.000 TO STA. 28+25.000
C37	C37.CAL	214/107	REV 'A'	CROSS SECTIONS, STA. 27+60.000 TO STA. 25+50.000
C38	C38.CAL	214/108	REV 'A'	CROSS SECTIONS, STA. 24+50.000 TO STA. 23+60.000
C39 C40	C39.CAL C40.CAL	214/109 214/110	REV 'A' REV 'A'	CROSS SECTIONS, STA. 13+58.286 TO STA. 12+25.000 CROSS SECTIONS, STA. 12+12.449 TO STA. 11+47.155
C40 C41	C40.CAL	214/110	REV 'A'	CROSS SECTIONS, STA. 12+12.449 TO STA. 11+47.155 CROSS SECTIONS, STA. 10+90.000 TO STA. 10+05.000
C41	C41.CAL	214/111	VU V	CONCRETE OVERFLOW STRUCTURE
C43	C43.CAL	214/113	REV 'A'	NON-BLM MATERIAL DISPOSAL SITE
C44	C44.CAL	214/114	REV 'A'	BLM MATERIAL DISPOSAL SITE
DB01	DB01.CAL	214/116.1		HYDROLOGIC INFORMATION AND CAPACITY CURVES+D23
DB02	DB02.CAL	214/117.1	REV.'C'	DEBRIS BASIN GENERAL PLAN
DB03	DB03.CAL	214/118.1		BASIN LAYOUT AND GRADING PLAN NO. 1
DB04	DB04.CAL	214/119.1		BASIN LAYOUT AND GRADING PLAN NO. 2
DB05	DB05.CAL	214/120.1		EMBANKMENT PLAN
DB06 DB07	DB06.CAL DB07.CAL	214/121 214/122.1		EMBANKMENT PROFILE CROSS SECTIONS - EMBANKMENT, STA. 10+00.000 TO STA.
ו מפת	UDU / . CAL	Z14/1ZZ.1		11+60.000

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0	0.7.7	63.55		
SHEET NUMBER		CADD FILENAME	REVSION NUMBER	DESCRIPTION
DB08	DB08.CAL	214/123.1	REV.'B'	CROSS SECTIONS - EMBANKMENT, STA. 12+40.000 TO STA. 14+00.000
DB09	DB09.CAL	214/124.1		CROSS SECTIONS - BASIN, STA. 67+25.000 TO 67+90.000
DB10	DB10.CAL	214/125.1	REV.'B'	CROSS SECTIONS - BASIN SECTIONS AND DETAILS - EMBANKMENT
DB11	DB11.CAL	214/126.1		OUTLET WORKS CONDUIT, PLAN AND PROFILE
DB12		214/127.1		ACCESS RAMP NO. 1 AND NO. 2, PLAN, PROFILES, AND SECTIONS
DB13 DB14	DB13.CAL DB14.CAL			ACCESS RAMP NO. 3 AND NO. 4, PLAN, PROFILES, AND SECTIONS DIVERSION LEVEE AND TORTISE FENCING DETAILS, PLAN, PROFILES,
DDII	DDI4.CM	214/123.1		AND SECTION
DB15	DB15.CAL	214/130.1		BASIN DEPTH GAGE AND SEDIMENT STAFF GAGE DETAILS
DB16	DB16.CAL			STILLING WELL DETAILS
DB17 DB18		214/132.1 214/133.1		STAFF GAGE, STILLING WELL, AND MONUMENT DETAILS ACCESS RAMP DETAILS
S01	S01.CAL			GENERAL STRUCTURAL NOTES AND DETAILS
S02	S02.CAL	214/141		
				DETAILS
S03	S03.CAL	214/142 214/143	REV 'A'	BOX CONDUIT SCHEDULE AND DETAILS
S04 S05	S04.CAL S05.CAL	214/143	REV 'A'	PATRICK CONFLUENCE, PLAN, SECTIONS AND DETAILS PATRICK CONFLUENCE, SECTIONS AND DETAILS
S06	S06.CAL	214/145	REV 'A' REV 'A'	F3 CONFLUENCE, PLAN, SECTIONS, AND DETAILS
S07	S07.CAL		REV 'A' REV 'A'	F3 CONFLUENCE, SECTIONS AND DETAILS NO. 1
S08	S08.CAL	214/147	REV 'A'	F3 CONFLUENCE, SECTIONS AND DETAILS NO. 2
S09	S09.CAL	214/148 214/149	REV 'A'	PIER NOSE, ELEVATION, SECTIONS AND DETAILS
S10 S11	S10.CAL S11.CAL	214/149		PIER NOSE, SECTIONS AND DETAILS F3 INVERT ACCESS RAMP, PLAN, PROFILE, SECTIONS, AND DETAILS,
011	511.011	214/150	1(D v 21	STA. 11+63.681 TO STA. 11+10.201
S12	S12.CAL	214/151	REV 'A'	F4 INVERT ACCESS RAMP, PLAN, PROFILE, AND SECTIONS,
-10	-10	044/450		STA. 53+95.706 TO STA. 53+42.000
S13	S13.CAL	214/152	REV 'A'	F4 INVERT ACCESS RAMP, PLAN, PROFILE, AND SECTIONS, STA. 62+98.000 TO STA. 62+42.308
S14	S14.CAL	214/153	REV 'A'	MANHOLE AND MISCELLANEOUS DETAILS
S15	S15.CAL		REV 'A'	SIDE DRAIN TABULATION AND DETAILS
S16	S16.CAL	214/155	REV 'A'	SIDE DRAIN DETAILS
S17	S17.CAL		REV 'A'	SLOTTED CHAMBER INLET, PLAN AND SECTIONS
S18 S19	S18.CAL SHEET DEL		REV 'A' REV 'A'	F-3 CONFLUENCE, SECTIONS AND DETAILS NO. 3 SHEET DELETED
S20	S20.CAL	214/159	REV 'A'	MANHOLE, COVER, FRAME AND DETAILS
S21	S21.CAL	214/160	REV 'A'	MANHOLE FOR SLOTTED CHAMBER
S22	S22.CAL	214/161	REV 'A'	WATERLINE @F4, STA.52+67.301, SECTIONS AND DETAILS
S23	S23.CAL	214/162	REV 'A' REV 'A'	SEWERLINE @ 5TH CELL, STA. 11+77.396, SECTIONS AND DETAILS
S24 S25	S24.CAL S25.CAL		REV 'A'	TRANSITION DETAILS OUTLET WORKS, INTAKE TOWER PLAN, SECTIONS AND DETAILS
	S26.CAL	214/165	REV 'A'	SPILLWAY, PLAN, SECTIONS AND SCHEDULE
	M01.CAL			CHAIN LINK FENCING AND MAINTENANCE ROAD DETAILS
M02	M02.CAL	214/171		PIPE ACCESS RAMP GATE DETAILS AND SECTIONS
	M03.CAL	214/172 214/173		POST AND CABLE SAFETY RAILING DETAILS
M04 G01	M04.CAL G01.CAL	214/178		CHAIN LINK FENCING OVER CHANNEL WALL PLAN OF EXPLORATION
G02	G02.CAL	214/179		PLAN OF EXPLORATION
G03	G03.CAL	214/180		PLAN OF EXPLORATION
G04	G04.CAL	214/181		PLAN OF EXPLORATION
G05 G06	G05.CAL G06.CAL	214/182 214/183		PLAN OF EXPLORATION PLAN OF EXPLORATION
G07	G07.CAL	214/184		PLAN OF EXPLORATION
G08	G08.CAL	214/185		SOIL CLASSIFICATION, AND GENERAL NOTES
G09	G09.CAL	214/186		LOGS OF EXPLORATION
G10	G10.CAL	214/187		LOGS OF EXPLORATION LOGS OF EXPLORATION
G11 G12	G11.CAL G12.CAL	214/188 214/189		LOGS OF EXPLORATION LOGS OF EXPLORATION
G13	G13.CAL	214/190		LOGS OF EXPLORATION
G14	G14.CAL	214/191		LOGS OF EXPLORATION
G15	G15.CAL	214/192		LOGS OF EXPLORATION
G16 G17	G16.CAL G17.CAL	214/193 214/194		LOGS OF ROTARY DRILLING LOGS OF ROTARY DRILLING
G17 G18	G17.CAL G18.CAL	214/194		LOGS OF ROTARY DRILLING
G19	G19.CAL	214/196		PLAN OF EXPLORATION
L01	L01.CAL	214/204	REV 'A'	F-4 BASIN LANDSCAPE PLAN

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	CAL FILENAME	CADD FILENAME	REVSION NUMBER	DESCRIPTION
NONDLIN	LIDDIVITID	LIBBININI	NONDER	DESCRIPTION
L02	L02.CAL			PLANT LIST AND NOTES
L03	L03.CAL	214/206	REV 'A'	LANDSCAPE DETAILS AND NOTES
L04	L04.CAL			BLUE DIAMOND DETENTION BASIN LANDSCAPE PLAN
L05	L05.CAL L06.CAL	214/208		FLAMINGO DETENTION BASIN LANDSCAPE PLAN
L06				FLAMINGO DETENTION BASIN LANDSCAPE PLAN
DT01	DT01.CAL	214/215		DETOUR ROAD (PHASE 1)
DT02 DT03	DT02.CAL			DETOUR ROAD (PHASE 1) DETOUR ROAD (PHASE 1)
DT03	DT03.CAL DT04.CAL	214/217		SUNSET ROAD DETOUR ROAD (PHASE 2)
DT04				DETOUR ROAD (PHASE 2)
				ROAD RECONSTRUCTION
DT07	DT06.CAL DT07.CAL	214/221		ROAD RECONSTRUCTION
рт08	DT08.CAL	214/222		ROAD RECONSTRUCTION
DT09	DT08.CAL DT09.CAL	214/223		ROAD RECONSTRUCTION
	DT10.CAL			ROAD RECONSTRUCTION
	DT11.CAL	214/225		ROAD RECONSTRUCTION
DT12	DT12.CAL	214/226		DETOUR SIGNAGE & STRIPING
DT13	DT13.CAL	214/227		DETOUR SIGNAGE & STRIPING
	DT14.CAL			SUNSET ROAD DETOUR SIGNAGE & STRIPING (PHASE 1)
DT15	DT15.CAL DT16.CAL	214/229		SUNSET ROAD DETOUR SIGNAGE & STRIPING (PHASE 2)
DT16	DT16.CAL	214/230		POST ROAD DETOUR SIGNAGE & STRIPING
DT17	DT17.CAL DT18.CAL	214/231		RECONSTRUCTION SIGNAGE & STRIPING
				RECONSTRUCTION SIGNAGE & STRIPING
	DT19.CAL			RECONSTRUCTION SIGNAGE & STRIPING
DT20		214/234		RECONSTRUCTION SIGNAGE & STRIPING
DT21		214/235		RECONSTRUCTION SIGNAGE & STRIPING
DT22	DT22.CAL DT23.CAL	214/236		DETOUR ROAD REMOVALS
				DETOUR ROAD REMOVALS
DT24	DT24.CAL DT25.CAL	214/238		DETOUR ROAD REMOVALS
DT25 DT26				DETOUR ROAD REMOVALS
	DT26.CAL DT27.CAL	214/240		DETOUR ROAD REMOVALS CULVERT CONNECTIONS
DT28	DT28.CAL			WALL DRAIN CONNECTION
DT29	DT29.CAL			DETENTION BASIN CONNECTION
DT30		214/244		CULVERT CONNECTIONS
DT31		214/245		CULVERT CONNECTIONS
DT32	DT32.CAL	214/246		POST STORM DRAIN CONNECTIONS
D01	D01.CAL			DETOUR ROAD WATERLINE RELOCATION
D02	D02.CAL			DETOUR ROAD WATERLINE RELOCATION
D03	D03.CAL			DETOUR ROAD WATERLINE RELOCATION
D04	D04.CAL			DETOUR SIGNING & STRIPING
D05	D05.CAL			DETOUR SIGNING & STRIPING
D06	D06.CAL			DETOUR SIGNING & STRIPING
D07	D07.CAL			ROAD RECONSTRUCTION WATERLINE RELOCATION

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SECTION 01200

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SECTION 01200

GENERAL REQUIREMENTS

PART 1 GENERAL

Definition - Unless otherwise stated, the term "Contractor" is meant to be the Contractor of this Contract Work which includes the F-4 Debris Basin and Channel work and the Blue Diamond Detention Basin Landscaping work and the Flamingo Detention Basin Landscaping work depicted throughout the Specifications and referenced plans.

BLM Land area locations and boundaries are shown on the T sheets.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASME INTERNATIONAL (ASME)

ASME B18.2.1	(1996)	Square	and	Hex	Bolts	and	Screws,
	Inch S	eries					

ASME B18.2.2 (1987; R 1993) Square and Hex Nuts

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

CID A-A-2246 (Rev B) Paint, Latex

CID A-A-2336 (Rev A) Primer Coating (Alkyd, Exterior Wood, White and Tints)

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1 (1996) Voluntary Product Standard - Construction and Industrial Plywood

ENGINEERING MANUALS (EM)

COE EM 385-1-1 (3 Nov 2003) Safety and Health Requirements Manual

COE EM 1110-1-1003 (01 August 96) NAVSTAR Global Positioning

System Survey

COE EM 1110-1-1005 (31 August 94) Topographic Surveying

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

SECTION 01200 Page 4 AMENDMENT NO. 03 NIST PS 20

(1994; Addenda January. 1997) American Softwood Lumbar Standards

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Topographic Surveyor; G, RE.

The Topographic Surveyor firm selected by the Contractor must be approved by the Contracting Officer prior to performing surveys for this contract.

Maule Avenue Area Road Traffic and Pedestrian Control Plan; G, RE.

Maule Avenue Area Road Closure Plan; G, RE.

A Traffic and Pedestrian Control Plan and a Maule Avenue Area Road Closure Plan is to be provided and approved by Clark County prior to the Maule Avenue closure and these plans will be updated though the life of the contract. All road closures and detours identified in the contract drawings shall include a traffic control plan and duration of traffic control plan that is approved by Clark County Department of Public Works prior to set up of proposed traffic control plan. A copy of the CCPW approved traffic control plan shall be provided to the Contracting Officer.

1.3 PROJECT FACILITIES

The Contractor shall construct and/or erect the following project facilities as soon as possible and not less than 15 calendar days after notice to proceed.

1.3.1 Construction Signs

The signs shall include the following:

- a. Project Signs: One Project Sign at location designated by the Contracting Officer.
- b. Warning Signs: Facing approaching traffic on all haul roads crossing under overhead power transmission lines.
- c. Hard Hat Signs: Ten hard hat signs at locations directed.

1.3.2 Bulletin Board

Bulletin board shall be erected at the Contractor's office.

1.3.3 Sanitary Facilities

Suitable sanitary facilities shall be provided and maintained by the Contractor.

PART 2 PRODUCTS

2.1 CONSTRUCTION SIGNS

2.1.1 Materials

2.1.1.1 Lumber

NIST PS 20, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

2.1.1.2 Plywood

DOC PS 1, grade A-C, Group 1, exterior type.

2.1.1.3 Bolts, Nuts and Nails

Bolts shall conform to ASME B18.2.1, nuts shall conform to ASME B18.2.2, and nails shall conform to commercially available supplies.

2.1.1.4 Paints and Oils

Paints shall conform to CID A-A-2336 for primer and CID A-A-2246 for finish paint and lettering.

PART 3 EXECUTION

3.1 CONSTRUCTION OF SIGNS

3.1.1 Project and Hard Hat Signs

Constructed as detailed in Figures 1,2,3 and Safety Signs. Decals signs will be furnished by the Contracting Officer.

3.1.2 Warning Signs

Constructed of plywood not less than 13 mm thick and shall be securely bolted to the supports with the bottom of the sign face 1 m above the ground. The sign face shall be 0.60 m \times 1.20 m, all letters shall be 100 mm in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES."

3.2 PAINTING SIGNS

All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

3.3 PROJECT ENGINEER'S OFFICE EQUIPMENT

Contractor shall provide computer software (3.5" floppy disc size) to the Contracting Officer for the type of scheduling system to be used and quantity/fill programs for tracking or estimating bid quantities during construction. Scheduling software must be capable of downloading completely to the COE Standard Data Exchange Format. The Contractor shall utilize a hand held radio system for communication between the Contractor's quality control representative and the Government's quality assurance representative. Radio equipment for the Government's use shall include a hand held radio, two batteries and one charger. The Contractor shall provide Government personnel with the following equipment for the duration of the contract: 1 Cellular telephone with voice mail, 2 nickel cadmium batteries, 1 desk top charger, 1 travel charger, and 400 minutes of air time per month or portion thereof.

3.4 BULLETIN BOARD

A weatherproof bulletin board, approximately 915 mm wide and 760 mm high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

3.5 MAINTENANCE AND DISPOSAL OF PROJECT FACILITIES

The Contractor shall maintain the project facilities in good condition throughout the life of the project. Upon completion of work under this contract, the facilities covered under this section will remain the property of the Contractor and shall be removed from the site at his expense.

3.6 SCRAP MATERIAL

Materials indicated to be removed and not indicated to be salvaged, stored or reinstalled are designated as scrap and shall become the property of the Contractor and be removed from the site of work. The Contractor by signing this contract hereby acknowledges that he made due allowance for value, if any, of such scrap in the contract price.

3.7 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

Should the Contractor or any of his employees in the performance of this contract find or uncover any archaeological remains, he shall notify the Project Engineer immediately. Such notifications will be a brief statement in writing giving the location and nature of the findings. Should the discovery site require archaeological studies resulting in delays and/or additional work, the Contractor will be compensated by an equitable adjustment under the CONTRACT CLAUSES of the contract.

3.8 PROTECTION OF EXISTING WORK

Before beginning any cutting or removal work, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to insure against damage to such work to remain in place, to be reused, or to remain the property of the Government, and any damage to such work shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall insure that structural elements are not overloaded and be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this contract.

3.9 PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS

3.9.1 General

The approximate location of all railroads, pipelines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owners for such damage caused by his operations.

3.9.1.1 Existing Sewer, Water, Irrigation Facilities, Electrical, Telecommunications, and Gas Utilities

Contractor shall protect in place existing sewer, water, irrigation facilities, electrical, telecommunications, and gas utilities within F-4 Debris Basin and Channel permanent Rights-of-Ways (ROW) and Temporary Construction Easements (TCEs), including such utilities which cross beneath the channels. Contractor shall repair any damaged existing sewer, water, irrigation facilities, electrical, telecommunications, and gas utilities within F-4 Debris Basin and Channel permanent ROW and TCE including such facilities which cross beneath the channels, if the damaged utility was damaged by the Contractor's operations. See Section 02300 EARTHWORK, paragraph BLASTING AND UTILITY LINES for additional information.

Contractor shall protect in place existing sewer, water, irrigation facilities, electrical, telecommunications, and gas utilities within Blue Diamond Detention Basin and Flamingo Detention Basin permanent Rights-of-Ways (ROW) and Temporary Construction Easements (TCEs), including such utilities which cross beneath the basins and embankments of these basins. Contractor shall repair any damaged existing sewer, water, irrigation facilities, electrical, telecommunications, and gas utilities within the Blue Diamond Detention Basin and the Flamingo Detention Basin permanent ROW and TCE including such facilities which cross beneath the

basins and embankments of these basins, if the damaged utility was damaged by the Contractor's operations. See Section 02300 EARTHWORK, paragraph BLASTING AND UTILITY LINES for additional information.

3.9.2 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others", respectively. Utilities shown on the plans and not so designated will be left in place and be subject to the provisions of the CONTRACT CLAUSE: PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation at no additional cost to the Government.

3.9.3 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

3.9.4 Coordination

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

3.9.5 Notices

3.9.5.1 Utilities to be Relocated or Protected

Unless otherwise specified, the Contractor shall notify the Contracting Officer, in writing, 14 calendar days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable. The Contractor shall also notify the following representatives of utility owners not less than 7 days prior to the start of work in the vicinity of their respective utilities.

Las Vegas Valley Water 1001 S. Valley View Blvd. Las Vegas, NV 89153 Telephone: (702) 258-3249 Mr. Bucky Faulkner Clark County Sanitation District 5857 E. Flamingo Road Las Vegas, NV Telephone: (702)434-6601

Mr. Sheridan Green Southwest Gas Corporation 4300 W. Tropicana Avenue Las Vegas Nevada (702) 365-2014 Underground Service Alert (800) 227-2600

Mr. Dan DeFiesta
Cox Communications
121 S. Martin L. King Blvd.
Las Vegas, NV 89106
(702) 384-8084, ext 8274

Mr. John Merrill US Sprint 3300 S. Valley View Boulevard Las Vegas, NV 89152 (702) 244-7838

Ms. Tina Furlong Nevada Power Company 6770 W. Flamingo Road Las Vegas, NV 89151 (702) 252-4815

3.9.5.2 Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any existing bench mark or right-of-way marker.

3.9.5.3 ENVIRONMENTAL ASSESSMENT REQUIREMENT

In order to satisfy the Environmental Assessment for this project, the Contracting Officer is required to have a qualified biologist on site at all times while: a) clear site and remove obstructions (clearing and grubbing) operations are in progress, and; b) during basin work involving installation of the tortoise fence and surveying for tortoise and Gila monster after tortoise fence installation. The Biologist will be provided by the Government. The Contractor shall notify the Contracting Officer 14 calendar days prior to the start of clearing and grubbing activities and 14 calendar days prior to the start of basin work involving installation of the tortoise fence so that a biological monitor shall be required to walk immediately in front of the Contractors' clearing and grubbing equipment and tortoise fence installation work to survey for the threatened desert tortoise and state protected/ BLM sensitive Gila monster. For scheduling

purposes, the Contractor shall coordinate and complete all clear site and remove obstructions (clearing and grubbing) activities within one five-workday period, and the Contractor shall coordinate and complete all tortoise fence installation work activities for the basin and other features on BLM Lands within a ten-workday period. Tortoise fencing shall be completed prior to the clear and grubbing phase.

3.9.5.4 Spill Reporting

The Contractor shall notify the Contracting Officer immediately after any spill, regardless of quantity, including all personnel exposures. The Contractor shall submit a written notification not later than 7 calendar days after the initial notification. The written notification shall include the following:

- a. Item spilled, leaked or releases in an unauthorized manner (Identification, Quantity and Manifest Numbers).
- b. Whether the amount spilled, leaked or released in an unauthorized manner is EPA reportable and, if reported, a copy of the report.
- c. Exact location of the spill, leak or unauthorized released. Nature of exposure to personnel.
- e. Containment procedures initiated.
- f. Anticipated cleanup and disposal procedure.
- q. Disposal location of spill, leak or unauthorized release residue.

3.9.6 Restrictions

3.9.6.1 Other Agency Representatives

Personnel representing owners and other agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

3.9.6.2 Traffic Control Plan

The Contractor shall develop a Traffic Control Plan and obtain an approval from the Clark County Department of Public Works prior to construction. The plan shall include details of truck haul routes, all detour plans and road closures (to include durations for both)..

3.9.6.3 Existing Roads

The construction schedule shall be prepared giving full consideration to maintaining traffic on existing roads. Additional work on the existing roads may be performed by others during the life of this contract.

3.9.6.4 Access and Haul Roads

Access and haul roads shall be proposed so that use of existing residential

streets are minimized.

3.9.6.5 Public and Private Roads

When it is necessary to operate on existing roads outside the construction area, all necessary permits shall be obtained from the appropriate private or public authority. Work shall be conducted in such manner so as to obstruct and inconvenience traffic on existing roads outside the construction limits as little as possible. Spillage of earth, dusty materials, boulders, and mud on project roads or other road will not be permitted. If spillage cannot be prevented, the spillage shall be immediately removed and such areas shall be kept clear throughout the workday. At the conclusion of each workday, such traveled areas shall be cleared of spillage, boulders, and mud.

3.9.6.6 Maintenance of Roads

All haul and access roads, within the current construction area, including the disposal area and the grading easement areas, shall be maintained to provide vehicular access for the Government's vehicles and the Contractor's vehicles and equipment. Road maintenance shall include rock/mud slides, washouts, and any incident which would restrict vehicular/equipment access. Prior to any alterations of any road alignment, the Contractor shall receive an approval from the Contracting Officer. Road maintenance and alterations shall be performed by the Contractor at no additional cost to the Government. Contractor shall share all haul roads that occupy an alignment (or that are obtained for a Ft Apache detour alignment outside the Ft Apache ROW) within the Fort Apache Right Of Way with others, including the land owners, other contractors, utilities, developers, and public agencies. Tracking of mud or debris onto paved travel lanes shall not be permitted and in the event that this occurs, the mud and debris shall be cleaned up immediately to the satisfaction of the Contracting Officer.

3.9.6.7 Traffic Safety

In accordance with CONTRACT CLAUSE: ACCIDENT PREVENTION, signs, barricades, and warning devices shall be provided, installed, and maintained as are required for protection of vehicular traffic at any location where operations interfere with public roads. Signs, barricades, lights, and signals, shall be in conformance with Part VI of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways. Traffic flaggers shall be anticipated as a contract requirement for the contractor to provide during all hauling operations, truck or equipment movement that enter onto or cross a paved roadway (to include detours) that are intended for or are utilized by others (to include the public and or other contractors).

3.9.6.8 Rock and Gravel

Rock and gravel for use on haul roads and other facilities may be obtained from any source within the excavation limits, disposal area, or stockpiles, that are within the project boundaries and are not designated for other use. The use of any other source, including the optional designated disposal site (also known as the Russell Road Disposal Site), shall be subject to any additional requirements within these specifications and to approval by the Contracting Officer.

3.9.6.9 Cooperation with Others

The Contractor shall coordinate his activities and cooperate with other contractors as to not delay or interfere with their work.

3.9.7 Working Hours

The Contractor shall restrict all construction activities to the following schedule:

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Monday thru Friday 6:30 a.m. to 7 p.m. Saturday 8 a.m. to 7 p.m.
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No work will be permitted on Sundays or Federal Holidays without the prior written approval from the Contracting Officer.

Disposal area(s) and haul route(s) utilized by the Contractor may require restricted hauling hours. The Contractor is notified that hauling or disposal activities may be restricted to normal business hours (7 a.m. to 4 p.m. in the event that such operations are considered to be disruptive to existing neighborhood safety and noise conditions. In the event that such a situation develops, the Contracting Officer shall notify the Contractor of restrictive hauling and/or disposal times. The Contractor shall develop their schedule for construction so that restrictive hauling times can be absorbed without extending the overall contract completion period.

3.9.8 Construction Water

The Contractor shall be responsible for obtaining water for construction purposes. The Contractor shall be responsible for obtaining approvals from the Las Vegas Valley Water District (LVVWD) and for coordination with other projects in the area. This includes water for dust control, including water for dust control on shared and/or unshared haul roads, and all other activities related to the required construction of and maintenance of temporary facilities associated with this F-4 overall project.

3.9.9 Identification of Vehicles

All the Contractor's vehicles shall display suitable permanent identification.

3.9.10 Construction Method Observation

Any construction method, plant, or piece of equipment used on this contract shall not be considered proprietary, and can be inspected or photographed at any time by the Government, regulatory agencies, or any group approved by the Government.

3.9.11 Contractor's Equipment

The planned method of transportation and operation of cranes and other heavy equipment to be used in the performance of this contract shall be submitted for approval by the Contracting Officer. The plan shall include the type, size, loadings of equipment, the proposed transportation routes, and work areas to be used on the project.

3.10 PUBLIC SAFETY

Attention is directed to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

3.11 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS

The OCCUPATIONAL SAFETY and HEALTH ACT (OSHA) STANDARDS for CONSTRUCTION (Title 29, Code of Federal Regulations Part 1926 as revised from time to time) and the Corps of Engineers "Safety and Health Requirements Manual", COE EM 385-1-1, are both applicable to this contract. The most stringent requirement of the two standards will be applicable.

3.11.1 Accident Reporting

In accordance with COE EM 385-1-1, the Contractor shall submit a written summary of worker's compensation claims which have been filled by worker's in connection with work on the project. The summary shall be submitted at the time when the work is approximately 50 percent complete and at project completion. The summary shall include all subcontractors. The Contractor's and subcontractor's compensation insurance carrier shall certify that the summaries are "correct and true".

3.12 PERMITS

3.12.1 General

Reference is made to the article of the contract entitled "Permits and Responsibilities", which obligates the Contractor to obtain all required licenses and permits.

3.12.2 Air Pollution Permit (APP)

The Contractor shall obtain an APP from the Clark County Health Department. A copy of the permit shall be submitted to the Contracting Officer. For further information, contact Ms. Cynthia Mikes at telephone number (702) 383-1276.

3.12.3 National Pollutant Discharge Elimination System (NPDES) Permit

The Contractor shall obtain a NPDES permit from the United States Environmental Protection Agency (USEPA) under the Nation Wide Permit (NWP) program, which requires that a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and maintained on-site (see Specification Section 01356 for requirements of the required plan to be submitted) throughout the construction period. A copy of the plan shall be submitted to the Contracting Officer. In accordance with the NWP, a minimum of two (2) days prior to the start of construction activities, the Contractor shall submit a Notice of Intent (NOI) with fees to the Nevada Division of USEPA. The NOI shall be submitted on the standard EPA Form 3510-6 (8-92), and copies shall be provided to the Contracting Officer. For further information, contact Mr. Robb Saunders at telephone number (775) 687-4670.

3.13 CONTRACTOR SAFETY PERSONNEL REQUIREMENT

3.13.1 General

Full-time, on-site, safety coverage by Contractor shall be required at all times during this contract. The Contractor shall employ at the project site to cover all hours of work at least one Safety and Occupational Health Technician per shift, to manage the Contractor's accident prevention program. In addition, the Contractor shall have one Safety and Occupational Health Professional to manage the overall Safety program. The principal safety person (the Safety Professional) shall report to and work directly for the Contractors on-site top manager, higher level official, or corporate safety office. The Safety and Health staff shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The presence of a Safety and Health person will not abrogate safety responsibilities of other personnel. The Safety and Health person shall be assigned no other duties.

3.13.2 Qualifications for Safety and Health Professional(s)

- a. Shall have a degree in engineering or safety in at least a four year program from an accredited school and in addition, shall have been engaged in safety and occupational health for at least two (2) years, no time being credited to these two (2) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health; or
- b. Shall have legal registration as a Professional Engineer, Certified

Safety Professional, or a Certified Safety Manager, and, in addition, shall have been engaged in safety and occupational health for at lease one (1) year, no time being credited to this one (1) year experience unless at least fifty (50) percent of the time was devoted to safety and occupational health; or

- c. Shall have degree other than that specified in (a) above and in addition, shall have been engaged in safety and occupational health for at least three (3) years, no time being credited to these three (3) years unless at least fifth (5) percent of the time each year was devoted to safety and occupational health; or
- d. In lieu of a degree, shall have been engaged in safety and occupational health for at least five (5) years, no time being credited to these five (5) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health.
- e. First aid work is not creditable experience.
- 3.13.3 Qualification for Safety and Health Technicians
 - a. A bachelors degree in safety or an associated discipline and currently employed in a safety position; or
 - b. An associate degree in Safety or an associated discipline and currently experience in Safety, and currently employed in a safety position; or
 - c. Five years field experience in safety or an associated discipline and currently employed in a safety position.
 - d. First Aid work is not creditable experience.

3.13.4 Names and Duties

The name and qualifications of nominated safety persons shall be furnished to the Contracting Officer (in resume format) for acceptability. A functional description of duties shall be provided prior to the pre-work conference. In addition, a copy of a letter from an authorized official of the Contractor which describes the duties and authority of the safety professional, including delegating sufficient authority to stop work to immediately correct the unsafe or unhealthful conditions.

3.14 NOTICE OF PARTNERSHIP

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and intended to achieve completion within budget, on schedule, and in accordance with plans and specifications. This partnership would be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. To implement this partnership initiative it is anticipated

that within 60 days of Notice to Proceed the Contractor's on-site project manager and the Government's Resident Engineer would attend a two day partnership development seminar/team building workshop together with the Contractor's key on-site staff and key Government personnel. Follow-up workshop of 1 to 2 days duration would be held periodically throughout the duration of the contract as agreed to by the Contractor and Government.

- 3.15 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15, 31 OCT 89)
 - a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE: DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
 - (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
 - (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
 - b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS
Work Days Based on five (5) Day Work Week

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

9 4 1 1 1 1 4 1 1 2 8

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in subparagraph b, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE: DEFAULT (FIXED PRICE CONSTRUCTION).

3.16 REQUIRED INSURANCE

The Contractor shall procure and obtain during the entire period of his performance under this contract the following minimum insurance:

- a. General Public Liability insurance for bodily injury and property damage with minimum limits of \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury to or death, personal injury and property damage.
- b. Automobile Liability insurance for bodily injury and property damage with minimum limits of \$1,000,000 combined single limit for each occurrence and \$1,000,000 annual aggregate.
- c. Either Workman's Compensation or Employer's Liability insurance with a minimum limit of \$1,000,000.

In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits. County of Clark, a political subdivision of the state of Nevada, and Clark County Regional Flood Control District and Distinctive Homes At The Springs LLC, a Nevada Limited Liability Company, 2500 W. Sahara Avenue, Suite 111, Las Vegas Nevada 89102 shall be named as additional insured parties and all policies issued in performance of work under this contract.

The Contractor does hereby agree to indemnify, defend, and save harmless Clark County, and Clark County Regional Flood Control District, and Distinctive Homes At The Springs LLC, a Nevada Limited Liability Company, 2500 W. Sahara Avenue, Suite 111, Las Vegas Nevada 89102 from loss, damage, liability, costs, or expense to the proportionate extent caused by the Contractor, his employees, agents, or consultants and/or consultants arising out of its performance of this contract, including, but not limited to the negligent acts, errors, omissions, or intentional misconduct of the Contractor, its employees, agents or consultants and/or sub-consultants in connection with this contract.

Contractor further does hereby agree, as a precaution to the performance of any work under this contract and as a precaution to any obligation of Clark County to make any payment under this contract, to provide Clark County with a certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with Nevada Revised Statute 616.280.

Contractor agrees to maintain required workers compensation throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that Owner may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract. For each six month period this contract is in effect, Contractor agrees, prior to the expiration of the six month period, make another written request to SIIS for the provisions of a certificate and notice of lapse in or nonpayment of

coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six month period, Contractor agrees that owner may order the Contractor to stop work, suspend the contract or terminate the contract.

3.17 SPECIAL CONSTRUCTION REQUIREMENTS

Construction of the F4 Debris Basin and Outlet Channel shall be constructed in phases, as awarded via the base bid and the bid option areas, and other phased restrictions that are applicable to the work areas and work by others identified in this specification section, as described herein.

Base Bid shall be defined as limits from F-4 Channel Station 34+06.655 to 23+07.420, and includes the Patrick Lateral, including the concrete overflow structure at Sta. 23+33.380 and associated features, and F-4 Channel Station 54+00.000 to 45+80.000, and entire F-3 Channel along with entire adjacent 5th Cell Channel, and the use of the Russell Road disposal site (also known as Optional Designated Disposal Site) for non-BLM materials originating from this base bid excavation, including detour roads, road reconstruction at Post and North of Post, filling and grading of areas adjacent to and extending outwards from the various channel work included as part of this Base Bid.

Option No. 1 shall be defined as limits from F-4 Channel Station 45+80.000 to 34+06.655, including all tortoise fencing, topsoil salvaging, including dust control of F-4 Basin area until Option No. 2 is exercised, erection and maintenance of the plant nursery, and plant salvaging in F-4 Debris Basin area and BLM Long Term Disposal Area and BLM Land adjoining F-4 Channel in Option No. 1 reach, and landscaping work at Flamingo Detention Basin and landscaping work at Blue Diamond Detention Basin, including detour roads, road reconstruction, filling and grading of areas adjacent to and extending outwards from the various channel work included as part of this Option No. 1, and it is anticipated that Option No. 1 will be awarded within 160 calendar days from date of Notice to Proceed of the contract base bid work;

Option No. 2 shall be defined as limits from Station 54+00.000 to 70+00.000, including the F4 Debris Basin area and BLM Long Term Disposal Area, including detour roads, road reconstruction, filling and grading of areas adjacent to and extending outwards from the various channel work included as part of this Option No. 2 (all remaining work not included with the base bid or bid option no. 1), and it is anticipated that Option No. 2 will be awarded within 250 calendar days from date of Notice to Proceed of the contract base bid.

The Contractor shall restrict his operation and adapt his construction schedule to accommodate the following items that are included herein this specification section:

3.17.1 F-4 Debris Basin and Channel and BLM Land Construction Schedule

The Contractor is allowed in the Option No. 1 to install all tortoise fence and salvage the plants, salvage the topsoil on the BLM Lands at the F-4 Debris Basin, plant salvage at the BLM parcel along Ft Apache, and the BLM

Long Term Disposal Site to include the haul road connecting the F-4 Basin to the BLM Long Term Disposal Site, as shown on the drawings and described in the contract specifications, in accordance with paragraph "Extraction Time of Native Plant Materials." Limits of BLM Lands are shown on the "T" Sheets of the contract plan set. The Contractor shall not begin any other F-4 Basin related construction activities on BLM property prior to the award of Option Item No. 2 for the construction of the F-4 Debris Basin.

3.17.1.1 Extraction Time of Native Plant Materials

Native plant materials shall be extracted and salvaged between the contract specified seasonal period s 15 September through December 15 for fall work; and between January 1 through May 15 for spring work in accordance with Section 02910 NATIVE PLANT EXTRACTION, SALVAGE AND STORAGE. The Contractor shall make necessary provisions, such that the Government shall not bear any additional costs, in that the fall work period in calendar year 2004 may be shortened (or non-available) by the timeliness of award of the Option Bid Items.

3.17.2 Project Limits

The Contractor's work, employee parking, operations, staging, equipment assembly and maintenance, and other on-site activities shall be restricted to actual areas of construction within the Project Limits. The Project Limits of the F-4 Debris Basin and Channel and Flamingo Detention Basin and Blue Diamond Detention Basin are indicated on the drawings, and constitute the maximum limits of the construction area available for Contractor's operations. The Project limits are generally defined by the Right-of-Way (R/W) and by adjoining Temporary Construction Easements (TCE) as shown on the plans, unless designated otherwise (either in the plans, in these Specifications or by the Contracting Officer). The Contractor is advised that some of the identified Right of Way areas identified on the drawings fall within existing dedicated street or road alignments and as a result, sole us of some these areas by the F-4 Contractor may not be allowable. The F-4 Contractor shall therefore anticipate not having private (sole and unrestricted) use of the Right Of Way areas that are utilized for road, street and detour alignments. Areas identified adjacent to, parallel to or included in the base bid and or bid options become available for the Contractors' use with the contract award of the base bid or that particular bid option, unless otherwise specifically identified in these specifications.

The Contractor shall be solely responsible for obtaining agreements with and acquisition from adjacent land owners, when additional land or access points are required to supplement the Contractor's operations or staging needs. No appurtenances or other public access facilities (either temporary or permanent) shall be constructed beyond the Project Limits.

Fill TCE also known as Grading Easements (GE) as shown on sheets T8, T11, and T12 shall allow the contractor to utilize the entire areas shown on the plans for the disposal of selected fill, including grading, compaction and soil stabilizing as described herein or elsewhere in these specifications. No storage of materials shall be permitted within the designated GE, nor shall the Contractor stage or store any equipment within these areas.

3.17.3 Existing Roads

Fort Apache Road currently is open to vehicular traffic as paved access from Patrick Lane through Sunset Road, and from Woodscape Parkway (or Martin) to Maule Avenue. Fort Apache Road is currently paved on the east half from Maule Avenue to Boulder Opal Avenue.

Post Road currently is open to vehicular traffic as paved access extending from both the east and west sides of Ft Apache.

Sunset Road is currently open to vehicular traffic as paved access extending from both the east and west sides of Ft Apache.

Maule Avenue is currently open to vehicular traffic as paved access extending from both the east and west sides of Ft Apache.

Martin Avenue is currently open to vehicular traffic as paved access to the west side of Ft Apache.

The Ft Apache alignment south of and thru the Warm Springs intersection is currently very heavily used by construction traffic and is planned to be paved in conjunction with the KB Home Development located at the southeast corner of Windmill and Ft Apache.

3.17.3.1 Fort Apache Road, Post Road, Warm Springs Road, Sunset Road, and Maule Avenue

The contractor shall maintain public access along Fort Apache Road, Post Road, Sunset Road, Maule Avenue, Martin Avenue and Warm Springs Road at all times during this contract(unless otherwise identified in this contract). Signs and reflective barriers are to be used as required to allow for safe passage.

Fort Apache Road improvements (by others to include what is referred to as the half street improvements (curb, gutter, sidewalk, street/traffic lighting conduits, controls and fixtures, and a minimum of the half Right of Way traffic pavement and markings) from Sunset Road to Martin Avenue, Martin to Maule Avenue and Warm Springs Road to Boulder Opal Avenue are scheduled to be open to vehicular traffic as paved access by development during construction of the F-4 Channel Project.

Fort Apache Road is currently planned to be paved (by others) from Warm Springs Road through to Blue Diamond Road at some point during the F-4 Channel contract.

The construction along Fort Apache Road shall be conducted in phases (reaches) in a manner so as to minimize disruption to merchants, developers, contractors, agencies and the public. The F-4 Contractor shall coordinate and plan to maintain traffic and pedestrian (foot traffic) patterns for residential, commercial and construction access(s), and new utility installations while completing the F-4 channel work. The F-4 Contractor shall also anticipate interrupted F-4 Channel construction activities wherein the channel construction activities are not necessarily

continuous longitudinally but require broken and discontinuous construction activities that result from these detours, shoring, and the many planning and coordination efforts identified by the requirements included in these specifications and drawings.

3.17.3.2 ROAD CLOSURES

Maule Avenue east of Fort Apache Road shall be closed to through traffic, (by others), approximately by February 11, 2005, and shall remain closed until completion of waterline relocation through the intersection of Maule Avenue. The waterline relocation plans are provided for reference only in the these contract plans. The waterline relocation, which will be done by others, will include the construction of a detour road and a pedestrian asphalt sidewalk at the northwest corner of Maule and Ft Apache, and along the Ft Apache alignment from Sunset to Martin by the end of Feb 2005 (NEED TO VERIFY THIS AS BENDER SAID THEY WERE GOING TO ADD AN EARLY PHASE FOR THIS) that shall also be utilized by the F-4 Contractor in conjunction with work included in Option no. 1. The F-4 Contractor shall also become responsible for the maintenance and removal of these detour alignments and pavements/sidewalks as identified within these F-4 DT drawings. The waterline relocation contractor is scheduled to temporarily repave Maule Avenue intersection and is scheduled to reopen Maule Avenue road to traffic no later than May 2005. The detour road and pedestrian asphalt sidewalk provided by the waterline relocation contractor will remain in place through the life of the F-4 Channel contract in coordination and accordance with the requirements of the detour roads and road reconstructions shown on the DT sheets.

The F4 Channel contractor will be allowed to close Maule Avenue east of Fort Apache Road (to include the Ft Apache and Maule intersection) to through traffic after award of both Option No. 1 and the substantial completion (as identified by the owner (CCPW)) of the 42 inch waterline relocation contract. The F-4 Contractor shall continue to maintain both the detour roads and pedestrian asphalt sidewalk access that was installed by the waterline contract and in accordance with the DT sheets. Maule Avenue Area Road Traffic and Pedestrian Control Plan and a Maule Avenue Area Road Closure Plan is to be provided to and approved by Clark County prior to the Maule Avenue closure and these plans will be updated though the life of the contract. Upon completion of the F-4 Channel through Station 45+80.000, the contractor shall repave and reopen Fort Apache Road to the south of Maule Avenue and restore through traffic following requirements in the DT drawings. The closure of the Maule and Ft Apache intersection for the F-4 Channel RCB and related improvements to include reconstruction of the intersection pavement and markings shall be re-opened to public vehicular traffic in no more than 75 calendar days from the day of intersection closure. The portion of Ft Apache Road south and connecting to Maule Avenue from the south shall be re-opened to traffic to the intersection (to include reconstruction pavement and traffic markings) no later than 60 calendar days after the intersection of Maule and Ft Apache is reopened as identified above.

3.17.4 ADJACENT PRIVATE DEVELOPMENT

Private development is planned to proceed adjacent to and concurrent with

F-4 Channel construction at various locations along the channel alignment.

Construction of commercial development to begin along the eastside of Fort Apache Road during the life of the contract are planned adjacent to Ft Apache and abut Ft Apache from Station 38+30.174 to Station 40+28.642, Station 42+44.894 to Station 44+46.052, and Station 50+59.828 to Station 52+60.986. These commercial developments shall include private parcel site development and off-site development that is not limited to half street improvements, lateral extension of and connection to various utilities that are existing in the Ft Apache alignment, new utilities that are planned for within the Ft Apache alignment, and connector roadways to support these developments.

Construction of a residential development will begin during the life of the contract for the F-3 Channel from Station 13+58.29 to Station 13+00.00 to include the half street improvements along the north side of Post west of Ft Apache and the upstream portions of the F-3 and 5th Cell Channels for which the F-4 Contractor shall stub out to or connect to, depending on the timing of all contracts (F-4 and others) and their particular schedules.

Additional development may begin during the life of the F-4 contract at other locations along the channel alignment.

Work to be performed under development contracts consists of construction of residential and commercial development shall include and is not limited to related utilities (mains, laterals and feeders), half street improvements includeing curb, gutter sidewalks, driveways, drainage facilities, street lighting and traffic interloop circuits and fixtures and connector roads. The F-4 Contractor shall plan for an increase in traffic and pedestrian loadings in association with these improvements (developments) by others resulting from both construction and end use of these developments/improvements above and beyond what exists at time of the F-4 bid.

3.17.5 Runoff F-4 Channel, Debris Basin to Beltway

The work areas for the F-4 debris basin and channel will occur in areas that are subject to flowing waters as a result of rainfall. In addition, the F-4 channel work area is subject to flowing waters as a result of irrigation runoff and other construction related activities (new communities development). The Contractor is advised that it is their responsibility to protect their work from these probable events. In addition to these and other coordination issues discussed herein, see also specification Section 02100 DIVERSION AND CONTROL OF WATER. See also paragraph National Pollution Discharge Elimination System (NPDES) Permit.

3.17.5.1 Runoff Side Drains

The Contractor shall anticipate storm (and nuisance) runoff coordination from side drains and at side drain locations along the F-4 Channel from Debris Basin to Beltway. Some side drains and laterals are active while others will become active during the life of the F-4 Debris Basin and Channel project. The Contractor shall conduct construction activities with full coordination of these runoff waters and shall safely allow them to

pass without inundating other areas of adjacent development. Existing drainage from side drains, and laterals and all future side drain locations shall not be interrupted. This shall include the new side drains, detention basin outlet, and nuisance flows from and in conjunction with the KB Home Development south of Warm Springs emanating from both the detention basin and side drain facilities, the Distinctive Homes Development west of Ft Apache/Post area, and other commercial/residential developments planned and or otherwise identified on the DT and D drawings, or as described in these specifications.

At various times during the construction of the F-4 Channel, they Contractor construction operations may incorporate earthen plugs at downstream ends of the F-4 Channel excavation that as a result of their subgrade (invert) elevation and the existing topography or street improvements, may not be free draining. The F-4 Channel Contractor shall be required to pump out and or otherwise removed all water accumulating in these excavations and discharge same within existing drainage patterns and or into existing drainage facilities in accordance with all stipulations of their approved Storm Water Prevention Plan (NPDES) Permit so that water (no ponding water) is not stored at these locations.

3.17.6 Fort Apache Road, Warm Springs Road, Post Road, Maule Avenue, and Sunset Road Construction Access for Others

The Fort Apache Road, Warm Springs Road, Post Road, and Sunset Road and Maule Avenue crossings are required to have continuous construction access for others across the F-4 Channel alignment.

Emergency vehicular access to the Southern Hills Hospital must be continuous across the F-4 Channel alignment. The contractor shall provide Southern Hills Hospital authorized personnel a minimum of 48 hours notice prior to commencing construction adjacent to the hospital and/or any known disruption to current traffic patterns at or near the hospital. The Contractor shall be required to construct the Post and Fort Apache Reinforced Concrete Boxes (RCBs) in phases and ensure that the access is reconfigured during phases so that traffic activities other than the F-4 Debris Basin and Channel project are not interrupted by work associated with the F-4 contract.

Construction access and business access shall be maintained and shall be continuous for proposed commercial developments between Station 38+30.174 to Station 40+28.642, Station 42+44.894 to Station 44+46.052, and Station 50+59.828 to Station 52+60.986. Driveway access for each commercial development shall be maintained at two locations. The F-4 Contractor shall also not disrupt the operation of or access to (by others) any service laterals that connect these developments to the service (utility) mains within the Ft Apache Road alignment.

Road improvements (by others) at Post Road, Sunset Road, Martin Avenue, Maule Avenue and Warm Springs Road, crossing the F-4 Channel, will be under construction at various times during the life of this contract. Any detours utilized by the Contractor shall provide means of passage through the Channel work area that include equivalent road surface requirements (for instance asphalt paving if applicable).

Pedestrian access along the west right-of-way of Fort Apache Road, from Sunset Road through Maule Avenue, and east and west of Maule Avenue (along Maule Avenue (to include the Maule alignment at the F-4 Channel crossing within the Ft Apache Road)) shall be maintained at all times. A portion of this access is necessary to support the operation of the Wayne N. Tanaka Elementary School.

3.17.6.1 Fort Apache Road Improvements - Coordination With KB Homes

KB Homes, Nevada, who will construct Fort Apache Road improvements from Warm Springs Road to south of Windmill Lane. This road improvement project is scheduled to begin and be completed within the term of the F-4 construction contract. Included in the scope of Fort Apache Road improvement project are two F-4 Channel crossings (RCB's) at Station 64+58.710 to 64+26.407 and at Station 57+36.765 to Station 56+58.445.

KB Homes will construct local storm drain facilities associated with Fort Apache Road improvement project. The Contractor shall connect F-4 Channel laterals as shown on DT sheets to these local storm drain facilities. KB Homes will construct a small detention basin facility located southeast of the F4 Debris Basin, bordered by Windmill Lane to the south and Fort Apache Road to the east. See Sheet DT29 for the KB Homes detention basin plan. The Contractor shall coordinate their F-4 contract work with KB Homes Improvement Plans along and adjacent to Ft Apache (and the F-4 Basin) for all F-4 contract related work south of Warm Springs as that work gets awarded. The KB Home Improvements abutting, adjacent to, or connecting to the F-4 Debris Basin and Channel project are currently scheduled to be completed by the end of July 2005 time frame excluding this small detention basin that may not be completed until after July 2005, but before the F-4 contract completion date.

Hauling and construction operations shall be coordinated with various contractors and agencies involved with the improvements to Fort Apache Road.

3.17.6.2 Post Road Improvements - Coordination With Distinctive Homes Development

The F-4 Contractor shall coordinate his work with Distinctive Homes, Nevada, who will construct the F3 Channel RCB crossing at within the north half of Post Road, and that will also include the planned half street improvements including curb and gutter, side walk and local storm drain facilities and traffic lighting conduits and fixtures along the north half of Post Road (some of which extend all the way from Ft Apache) up to and through the F-3 Channel crossing. Distinctive Homes will also construct local storm drain facilities within their residential development that will connect to or terminate at, depending on the F-4 Contractors progress at that time, to Station 13+02 of the 5th Cell as shown on Sheet C-19 in the future. Distinctive Homes is scheduled to start and complete this work by 31 Dec 2005.

The F-4 Contractor shall complete all F-4 (to include the F-3 and 5th Cell) contract work to include grading and fills that interact with the planned Distinctive Home Improvements no later than 31 Dec 2005. In addition to

fills along the north side of Post Road, the Distinctive Home portion of the F-4 contract work area to be completed by 31 Dec 2005 includes all work and extensions of that work and necessary fill slopes, that are within the parcel that is parallel to Ft Apache (and north of Post Road), and west of the north-south parcel boundary that is 330 feet west of the Ft Apache centerline. The F-4 Contractor shall coordinate all work during the F-4 contract period for this F-3 Channel and 5th Cell (and associated improvements associated with same) work and before 31 Dec 2005, with other contractors who may be performing work or constructing improvements in conjunction with Distinctive Homes and the Distinctive Homes Improvements for this area. See other identified completion requirements for this work elsewhere in this specification.

Hauling and construction operations shall be coordinated with various contractors and agencies involved with the improvements to Post Road.

3.17.6.3 Ft Apache Road - Hospital Coordination, Sunset to Post

The F-4 Channel Contractor is advised that depending upon their planned and actual F-4 Channel construction progress within the Ft Apache reach between Sunset and Post, additional traffic detouring requirements may be required. If the Post Road south (along Fort Apache) detour alignment work commences and the Bid Option 1 package has not yet been awarded, the F-4 Contractor shall amend the current detour alignment as identified on the DT drawings to include a well graded and paved detour transition from the current full length detour alignment identified between Post and Sunset (on the west side of Ft Apache), back onto the current Ft Apache alignment at Teco (at or near F-4 Channel Sta. 34+06 (approx)). The portion of this full length detour (as currently designed) that is adjacent to the Bid Option 1 area identified in this contract shall not be used by the F-4 Contractor prior to the award of bid Option No. 1. This additional and temporary detour transition, shall also include adjustments and minor alignment revisions to the hospital driveway connecting to Ft Apache that is currently designed on the DT Drawings. The additional detour transition shall be designed and constructed for the same detour posted speed, shall include all necessary concrete barriers, pavement markings and signage necessary to safely allow the existing traffic to continue to use this detour, detour transition, Ft Apache Road alignment and hospital driveway at all times to include satisfactorily incorporating necessary sight distance requirements for vehicles traveling along this reach. The temporary detour transition shall be removed if and when necessary, and as selected by the F-4 Contractor to be implemented, upon the award of the Bid Option 1 package or at the time the F-4 Contractor desires to construct and place into operation the remaining portion of this Ft Apache Road detour (from post to Sunset) as originally identified on the DT Drawings. The removal of the temporary detour transition shall include the necessary revisions to the Ft Apache hospital driveway alignment to realign with that identified on the DT Drawings, and all associated grading and pavement revisions, pavement marking, signage and barrier rail removals and reconstruction, and notifications necessary. The F-4 Contractor may utilize this temporary detour transition as necessary to support the planned construction sequencing and if desired to utilize same, they shall include the burden of designing, constructing, maintaining and removing this detour transition alignment (including traffic control plan revisions and approvals) at no

additional cost to the Government.

3.17.7 BLM Lands Materials

All excavated materials from BLM Lands will remain on BLM Lands, however, excavated materials from BLM Lands may be transported as necessary beyond the BLM Land boundary where the excavation occurred into other BLM Land boundaries where the material may be utilized for constructive purposes. The Contractor shall provide information and notice to the Government at least 24 hours prior to transporting BLM materials from one BLM site to another BLM site and the information shall include intended time of action, intended volume of material, and intended use of material. A Free-Use Permit has been previously obtained from the BLM by the Government and or its project Sponsors, that enable the F-4 Contractor to transport BLM Materials off the BLM Property along Ft Apache (near Martin Ave) to the BLM Basin Long Term Disposal Site (excess excavated channel materials), and from the BLM Property west of Ft Apache (the F-4 Basin area) to the Blue Diamond Detention and Flamingo Detention Basins (export of necessary top soil for landscape work).

Excavated materials from non-BLM Lands or from other sites will not be transported, temporarily or permanently, onto BLM Lands except in accordance with Section 02300 EARTHWORK, unless otherwise approved by the Contracting Officer.

The limits of BLM Lands (and BLM Materials) are shown on the T Sheets.

3.17.8 Excess Excavated Material

The Contractor shall dispose of excess excavated material, both satisfactory and unsatisfactory, originating from the construction of the F-4 Channel from non-BLM Lands. Satisfactory excess excavated material shall be disposed of either at the optional designated disposal site (also known as the Russell Road Disposal Site) at no additional cost to the Government, as shown on Sheet T14, or shall become the property of the Contractor for off site disposal at no additional cost to the Government. Unsatisfactory excess excavated material shall become the property of the Contractor and must be properly disposed of off site at no additional cost to the Government. See Section 02300 EARTHWORK for definition of excess excavated material, satisfactory and unsatisfactory.

The Contractor is advised that Post Road, Fort Apache Road, Warm Springs Road, Sunset Road, Patrick Lane, Martin west of Ft Apache), Maule Avenue, and the streets and roads adjacent to the project such as Russell Road, are all currently active and open streets to the Public. Haul routes shall be coordinated through the development of traffic control plans submitted to and approved by Clark County Department of Public Works and through the private developer.

3.17.9 Utility Lines

The Contractor shall protect in place all existing utility lines, maintenance access points, manholes, pull boxes, valve boxes, control devices and other interrelated operational and maintenance features for

these utilities, unless otherwise noted or directed by the Contracting Officer. These existing utility lines consist of sewer lines, power lines, water lines, communication lines, gas lines, street lighting and traffic signal related circuits/conduits/pull boxes/fixtures, CATV, and others. The construction work is such that some of these existing utility lines will become uncovered or be affected by reduced fill coverage/protection during the course of construction. The F-4 Contractor shall protect these existing utilities from damage that may result from flowing waters, construction activities to include movement and operation of equipment, adjacent excavation and fill activities, and detours alignments (installation, maintenance and removal) during the course of construction for the F-4 contract. The F-4 Contractor shall also allow access to any utility owner or contractor representing a utility owner that may have a need to maintain or modify/extend a new or existing utility that falls within the F-4 Contractors work areas during the F-4 Contract.

3.17.10 Coordination for Utilities

During the life of the F-4 Debris Basin and Channel contract, the Contractor shall anticipate numerous coordination issues with utility owners and with development at various locations along the F-4 Channel and F-3 Channel alignments. New utilities are required to support this rapidly developing area. All existing utility service will be maintained to development throughout the life of this contract. Any temporary disruption in utility service shall require an approved set of plans and written approval from the utility owner and from Clark County Public Works.

Sprint, Nevada Power, Southwest Gas, Las Vegas Valley Water District, Cox Cable and the Clark County Sanitation District are among the utilities anticipated to be improved or added through this area. The Contractor shall coordinate all F-4 Channel and F-3 Channel work with utility companies desiring access to the F-4 Channel and F-3 Channel ROW or TCE limits identified on the contract drawings. The Contractor shall permit any utility or its delegated representative to enter into and use F-4 Channel and F-3 Channel ROW or TCE areas to complete utility work. The F-4 Channel and F-3 Channel ROW and TCE areas are not intended to be restricted for the sole use of the Contractor. The Contractor shall provide the sleeves (steel and PVC) as shown and located on the drawings. In the event that the elevation of the temporarily support in place dry utility (see specified requirements and procedures below in this subsection) can not be placed back to the original alignment as a result of the new F-4 Channel structure alignment interference, the existing conduit(s) shall be reconfigured over (if fill depth satisfies utility requirements) or under the new channel alignment as described herein and identified below. greatest extent possible and depending on real estate restrictions extending from the channel laterally and/or necessary points of connection to existing conduit/boxes/manholes, rigid conduit sweeps not exceeding 22.5 degrees shall be used to minimize restrictions for cable installation by others into these reconfigured conduits in the future. All conduit reconfigurations (or place backs) to include split sleeve conduits, rigid steel conduits, and concrete slurry/encasement shall be fully coordinated with the utility owner and the F-4 Contractor shall complete all these support in place and or relocations with complete coordination and approval through/by the applicable utility owner(s).

The Contractor shall restrict his operations and adapt his construction schedule to accommodate the following:

3.17.10.1 Water Line Relocation

The Contractor shall coordinate with the contractor performing the waterline relocation improvements.

Clark County Public Works will be administering a construction contract for the relocation of a 42 inch waterline located at the intersection of Fort Apache Road and Maule Avenue. Scope of work includes constructing a detour road from Maule Avenue to Sunset Road along and west of centerline of Fort Apache Road. The detour road shall be constructed and open to the public no later than January 11, 2005. Construction of the waterline relocation is scheduled to begin on February 11, 2005 and to be completed by May 2, 2005. An early Notice To Proceed for F4 Channel "Option No. 1" shall require the Contractor to coordinate with Clark County Public Works and other agencies.

The design of the temporary support in place system to include reconstruction of the fills around the existing waterline to be supported in place within the intersection of Ft Apache and Sunset, is required to be approved by the Las Vegas Valley Water District (LVVWD). The F-4 Contractor shall prepare PE Stamped shop drawings for their proposed support in place system to be utilized during construction of the F-4 Channel at this location and submit same to the LVVWD for approval (copy of initial submittal and ultimate approval shall also be furnished to the Contracting Officer at the same time). The F-4 Contractor shall also anticipate the LVVWD requirement to utilize a concrete slurry fill beneath and around this existing pipe up to spring line for backfill in all tight or otherwise restricted access areas where earthen fills cannot be properly compacted. Work shall be fully coordinated with and shall not commence at this waterline location without written shop drawing approval/acceptance from the LVVWD.

The Las Vegas Valley Water District operates and maintains and existing water pumping station just east of Ft Apache at the Eldorado crossing (east of approximately F-4 Channel Sta 57+00) and existing water distribution facilties along much of the Ft Apache alignment (42 inch through and north of Maule, and 42 and 24 inch lines through Warm Springs and south of Warm Springs to Blue Diamond Road) that must not be disrupted by the F-4 contract work activities. This shall include restrictions to ground vibration resulting from proposed blasting operations in conjunction with channel excavation operations (in the event that the F-4 Contractor desires to utilize same). All desired blasting operations shall be fully coordinated with all utility companies that own, maintain and or operate services within the Ft Apache alignment and F-4 Channel work areas to include these Las Vegas Valley Water District facilities.

3.17.10.2 Southwest Gas Corporation

Numerous areas of the F4 Channel are parallel to, cross, or interface with gas lines. As indicated by the design, the F4 Channel Contractor shall

protect in place, support in place and concrete encase these lines in accordance with the drawing sheets and specifications.

Affected gas lines shall be supported and protected by the Contractor concurrently with the mass excavation through the area where the gas utility is located. The F4 Channel Contractor shall expose and temporarily support/protect in place these gas lines that cross the F4 Channel until the channel structure is completed in the area of crossing. The Contactor shall allow the gas company access to inspect these gas lines during and after mass excavation and fill placement, and shall ensure that proper notification and coordination with the gas company has been made. Southwest Gas requires that existing lines be backfilled with concrete, concrete slurry, or sand at various locations depending on the type of gas line, depth of cover or separation and facility or area that the gas line is crossing or going under. The F-4 Contractor shall be required to perform all work around and adjacent to Southwest gas lines in accordance with the requirements of Southwest Gas, and shall schedule and complete all work accordingly.

Southwest Gas Corporation is scheduled to design and relocate their gas line within Fort Apache Road, from Sunset Road to Maule Avenue. The F-4 Contractor shall anticipate that the existing PVC line south of Ft Apache through the Maule intersection, the existing 200 mm steel gas main that cross the F4 Channel alignment near Sta 37+65, and the existing steel main from this station number north to the Sunset intersection, will be abandoned in place and not removed by Southwest Gas or their contractor. The F-4 Contractor shall remove and dispose of these gas mains as they are encountered during excavation for the F-4 Channel work. This relocation work by others is currently scheduled to be completed by 31 Jan 2005. This new gas main will connect to existing laterals that are within or cross the Fort Apache alignment as identified on the DT drawings and shall remain in service.

3.17.10.3 Nevada Power Company

Nevada Power Company is scheduled to relocate utilities that conflict with the F4 Debris Basin and Channel Project in advance of start of construction of the F4 Debris Basin and Channel Project. These utility conflicts are identified by the design as "To be relocated by others."

Numerous areas of the F4 Channel are parallel to, cross, or interface with existing underground and aerial Nevada Power circuits/duct-banks. As identified by the design, the F4 Channel Contractor shall protect in place, support in place and concrete encase these lines in accordance with the drawing sheets and specifications for Nevada Power interfaces. Raising of existing circuits/ductbanks shall include the removal of concrete encasement, new split sleeve conduit, new concrete encasement, and mandrelling for spares and full coordination with Nevada Power. Rigid steel (wrapped) conduit shall be utilized for all bends in new alignments.

Any circuits /duct-banks to be relocated shall be done by Nevada Power Company as described herein. The Government expects that the Contractor shall allow Nevada Power a total of ten (10) working days to relocate any power lines during and after the mass excavation through these areas in the

event Nevada Power Company decides to relocate power lines. The Contractor shall schedule all channel work so that these utility areas may be worked around until the services are relocated by others.

- A. Nevada Power Company intends to install an empty conduit system under the future channel alignment near the downstream end of the F-4 Channel and the Patrick Lateral at the Patrick crossing(s). At or near Sta 24+50 of the F-4 Channel and at or near Sta 10+90 of the Patrick Lateral (within the future Patrick Right of Way), work by Nevada Power or their subcontractor shall include the installation of a new sub-channel empty conduit system for future electrical distribution. The work is currently planned to be completed by 1 Dec 04 and may occur in conjunction with the required F-4 Channel in this area. The F-4 Channel contractor shall not proceed beyond channel mass excavation in this area to allow Nevada Power the opportunity to install their conduit system prior to channel invert forming and reinforcement work. Coordination with this planned Nevada Power work shall be made by the F-4 Channel contractor so that access to this area by Nevada Power (or their contractor) is not impacted by F-4 construction activities to include the stockpiling of excavated materials or placement of compacted fills within this general Patrick Lane alignment.
- B. Nevada Power Company has existing empty conduit stubs that are within the Warm Springs alignment (along both the north and south sides of Warm Springs within the outer 8 feet of the Warm Springs Right of Way alignment). The F-4 Channel Contractor may excavate thru these empty conduits in conjunction with completing the F-4 Channel through this intersection, however, upon completion of mass excavation activities through the area, the F-4 Contractor shall allow Nevada Power and or its contractors ten (10) working days to install a new empty conduit systems (stubs for future use) under the F-4 Channel alignment. Once installed, the F-4 Contractor shall protect in place these new conduit ductbanks as they travel within the identified Right of Way limits and under the F-4 Channel. The two each side, 6 inch conduits shall be connected to the remaining existing conduit(s) on the east side of the F-4 Channel and shall be stubbed out (terminated) at the west edge of the Ft Apache ROW at an elevation that is no lower than 5 feet (1.5 meters) below final grade. All work shall be coordinated through and approved by Nevada Power.
- C. Nevada Power Company intends to temporarily relocate their existing underground service along the east side of Ft Apache (north of Post) to an aerial system supported on poles. This aerial system shall include the removal of the existing underground conductors and the F-4 Channel contractor shall remove and dispose of the existing underground duct bank, pull boxes or manholes after they become abandoned. The F-4 Channel construction activities shall anticipate having the work with high voltage aerial conductors along the eastern edge of the Ft Apache ROW. Upon completion of the F-4 Channel, F-3 Channel and 5th Cell Channel through the eastern edge ROW alignment area of Ft Apache, the F-4 Channel contractor shall allow Nevada Power (or its subcontractor) 10 working days to install a portion of the new (replacement) underground duct back. The F-4 Channel contractor shall also provide Nevada Power with a minimum of two weeks notice for the beginning of

the 10 work day conduit period. Once the initial conduits are installed the channel(s) construction may continue. Upon completion of the concrete portions of channel and completion of rough grade fill activities for the channel features and Ft Apache alignment in this area, Nevada Power will complete the installation of the new (replacement) underground duct bank along the eastern edge of the Ft Apache ROW north of Post. This work shall also include the installation of a new manhole within the area bounded by Ft Apache to the west, the F-3 Channel to the north and the F-4 Channel to the south. The F-4 Channel contractor shall adjust this manhole rim to finish grade at time of final grading for Ft Apache. Upon completion of the underground duct system, Nevada Power will install and terminate new conductors into this new (replacement) underground duct system and remove existing aerial conductors and poles. The F-4 Channel contractor shall anticipate an additional 10 work day period for this second Nevada Power phase. A minimum two week Nevada Power notification period for commencement of this second phase is also required. The F-4 Contractor shall not plan on commencing channel excavation activities in this area that requires temporary relocation of these utilities until 1 Dec 04, or sooner if work is completed by others, as a result of work scheduling requirements by Nevada Power.

3.17.10.4 Sprint Telephone

Sprint Telephone is scheduled to relocate utilities that conflict with the F4 Debris Basin and Channel Project in advance of start of construction of the F4 Debris Basin and Channel Project. These utility conflicts are identified by the design as "To be relocated by others."

Numerous areas of the F4 Channel are parallel to, cross, or interface with existing underground and aerial Sprint telephone lines. As identified by the design, the F4 Channel Contractor shall protect in place, support in place and concrete encase these lines in accordance with the drawing sheets and specifications for Sprint interfaces. Existing conduits to be raised to facilitate construction of new channel beneath shall be fully coordinated with Sprint. The Contractor should anticipate cutting existing conduit and installing split sleeve conduit of similar diameter and length. Elongation of existing cables (release of slack) shall be fully coordinated with Sprint to allow installation of longer split sleeve conduit. Spare conduits may be cut and replaced after completion of channel construction. All existing conduits for telephone lines which are temporarily disturbed by Contractor shall be reconnected, mandrelled, and installed with pull ropes. Rigid steel (wrapped) conduits shall be utilized for all bends.

Any telephone lines to be relocated shall be done by Sprint as described herein. The Government expects that the Contractor shall allow Sprint a total of ten (10) working days to relocate any telephone lines during and after the mass excavation through these areas in the event Sprint decides to relocate telephone lines. The Contractor shall schedule all channel work so that these utility areas may be worked around until the services are relocated by others.

A. Sprint relocation plans for their existing service along the east edge of Ft Apache north of Post are similar to that described for Nevada

Power above for this location, and the F-4 Contractors' requirement for planning, coordinating and removal of existing facilities and manhole rim/pull box adjustments identified above for the same Nevada Power area shall be applicable for Sprint. The temporary re-routing of existing underground cables to aerial will be done by Sprint or their contractor (separate from Nevada Power). The new duct/conduit system is currently anticipated to be installed in the same trench as the new Nevada Power conduit/ductbank described above to include phasing. The post completion conduit system work by others for re-installing existing service into the new conduit/ductbank at this location shall be performed by Sprint and or one of their subcontractors. The F-4 Channel Contractor shall coordinate this work and with others performing in the same area and shall also recognize that some of cable projects by these utility owners may not be able to be undertaken simultaneously due to physical space constraints. In this situation, the ten (10) day work period identified above for the similar Sprint access and schedule planning requirements may occur back to back and not concurrently.

3.17.10.5 Cox Cable

Cox Cable Company is scheduled to relocate utilities that conflict with the F4 Debris Basin and Channel Project in advance of start of construction of the F4 Debris Basin and Channel Project. These utility conflicts are identified by the design as "To be relocated by others."

Numerous areas of the F-4 Channel are parallel to, cross, or interface with existing Cox duct-banks. As identified by the design, the Contractor shall protect in place, support in place and concrete encase these lines in accordance with the drawing sheets and specifications for Cox Cable Company interfaces. Existing conduits to be raised to facilitate construction of new channel beneath shall be fully coordinated with Cox. The Contractor should anticipate cutting existing conduit and installing split sleeve conduit of similar diameter and length. Elongation of existing cables (release of slack) shall be fully coordinated with Cox to allow installation of longer split sleeve conduit. Spare conduits may be cut and replaced after completion of channel construction. All existing conduits for cable TV lines which are temporarily disturbed by Contractor shall be reconnected, mandrelled, and installed with pull ropes. Rigid steel (wrapped) conduits shall be utilized for all bends.

Any duct-banks to be relocated shall be done by Cox Cable Company as described herein. The Government expects that the Contractor shall allow Cox Cable Company a total of ten (10) working days to relocate any cable lines during and after the mass excavation through these areas in the event Cox decides to relocate cable lines. The Contractor shall schedule all channel work so that these utility areas may be worked around until the services are relocated by others.

A. Cox Cable relocation plans for their existing service along the east edge of Ft Apache north of Post are similar to that described for Nevada Power above for this location, and the F-4 Contractors' requirement for planning, coordinating and removal of existing facilities and manhole rim/pull box adjustments identified above for

the same Nevada Power area shall be applicable for Cox Cable. The temporary re-routing of existing underground cables to aerial will be done by Cox Cable or their contractor (separate from Nevada Power). The new duct/conduit system is currently anticipated to be installed in the same trench as the new Nevada Power conduit/ductbank described above to include phasing. The post completion conduit system work by others for re-installing existing service into the new conduit/ductbank at this location shall be performed by Cox Cable and or one of their subcontractors. The F-4 Channel Contractor shall coordinate this work and with others performing in the same area and shall also recognize that some of cable projects by these utility owners may not be able to be undertaken simultaneously due to physical space constraints. In this situation, the ten (10) day work period identified above for the similar Cox Cable access and schedule planning requirements may occur back to back and not concurrently.

3.17.10.6 Sanitary Sewer

The Contractor shall expose and temporarily support/protect in place sewer lines and manholes that cross the F4 Channel until the channel structure is completed in the area of crossing. The Contactor shall allow the Water Reclamation District access to inspect these sewer lines during and after the mass excavation and fill through these areas is completed, and shall ensure that proper notification coordination with the Water Reclamation District has been made.

3.17.11 RCB Construction for F-4 Channel Post Road crossing and for F-3 Channel and 5th Cell Fort Apache Road crossing

During the construction of the RCB for the F-4 Channel Post Road crossing and the RCBs for the F-3 Channel and 5th Cell Fort Apache crossing (each F-4 and F-3/5th Cell RCB structure required to be built in two phases as identified elsewhere in this specification section), the Contractor shall maintain detour roads as shown on DT Sheets. The "downstream phase" of these RCBs that fall within the dedicated (permanent) road alignments shall be constructed first after completion of the necessary detour alignments to support these channel phasing requirements. The portion of these channels along the east edge of Ft Apache shall be fully planned and coordinated with the existing utilities as described above.

Channel excavation activities shall therefore be coordinated by the Contractor so that detour roads can be installed, maintained and flip flopped (for the next phase) without the detour roads encroaching into the channel excavation.

A. The second phase detour plan for Ft Apache north and through Post (wherein traffic is placed back onto the Ft Apache Road alignment over the new channel RCB structures) shall be ready for use and open to traffic no later than 1 Jun 2005. The F-4 Contractor shall schedule their construction activities accordingly to demonstrate and complete the necessary contract work requirements to achieve this contract milestone.

3.17.12 Temporary Construction Easement Expirations

The Temporary Construction Easements (TCEs) for the project expire on 30 June 2006. The Contractor shall no longer have the use of the TCE's after 23 June 2006. The TCE areas shall be completed to the required final design configuration and vacated effective as of 23 June 2006.

A. The contract work (channel(s) construction, grading and fill to include fill slopes and the downstream extension of the channel structures as necessary beyond the parcel line), shall be completed for the Distinctive Homes Development parcel west of Ft Apache and north of Post no later than 31 Dec 2005 at which time the TCEs and Grading Easements shall no longer be available for the F-4 Contractors' use. This includes the fill area along the north side of Post, west of Ft Apache to and through the F-3 Channel, and all other work as required for the Distinctive Homes parcel that includes a eastern boundary (north-south direction) parallel to the Ft Apache alignment and is located 330 feet west of the Ft Apache centerline.

3.17.13 Processing of Excess Excavated Material

The Contractor shall not be permitted to process excess excavated material within the project site for any use other than that identified in this contract. Processing excess excavated material for sale, or other off site disposal shall not be allowed within the real estate limits identified by this project.

3.17.14 DISPOSAL OF EXCESS EXCAVATED MATERIALS

- A. For non-BLM Property: Satisfactory excavated materials not utilized as part of the construction shall be considered as satisfactory excess excavated materials and shall be disposed of at the Optional Designated Disposal Site (also known as the Russell Road Disposal Site) shown on drawing sheet C43 and in accordance to requirements in these specifications and on drawing sheet C43 at no additional cost to the Government and/or shall become the property of the Contractor and shall be removed from the project site at no additional cost to the Government. Contractor shall note that volume and area shown in drawing sheet C43 is in English units and shall make adjustments to metric accordingly.
- B. For BLM Property: Material originating from BLM property will not be allowed to leave BLM property boundaries, with exception of existing construction and manmade debris and trash, excess excavated material from the BLM Parcel along Fort Apache (near Martin) to the BLM Long Term Disposal Site, and salvaged topsoil for use at the Blue Diamond Detention Basin (and with approval from the Contracting Officer, salvaged topsoil for use at the Flamingo Detention Basin). BLM material, including satisfactory excavation material, and including topsoil, will be utilized for the various fills required on the BLM property. All excess satisfactory BLM excavation material will be disposed of in the BLM Long Term Disposal Site on BLM property shown on drawing sheet C44 and in accordance to requirements in these specifications and on drawing sheet C44. The limits of BLM Lands and BLM Materials are shown on the T sheets.

Materials characterized as unsatisfactory soil in accordance with Section

02300 EARTHWORK and materials designated as scrap shall become the property of the Contractor and shall be removed from the project site and disposed of according to paragraph UNSATISFACTORY AND SCRAP MATERIAL of this section at no additional cost to the Government. If the Contractor elects to temporarily stockpile material within the ROW and TCE, no additional money shall be provided to re-load and haul this material away from the project site. The Contractor shall indicate the approximate quantities of material he proposes to remove from the site, or to place in the disposal sites. In addition to the above requirements, the Contractor shall notify the Contracting Officer 24 hours in advance of the time he proposes to start operations in which material is removed from the project site, and 48 hours in advance of any material removal from the project site which he proposes to do on Saturday, Sunday or legal holidays.

3.17.15 NO DUST PALLIATIVE/SOIL STABILIZER MIXED IN WITH F-4 DEBRIS BASIN EMBANKMENT COMPACTED FILL MATERIALS OR IN CHANNEL AND ROAD COMPACTED BACKFILL MATERIALSSS

The Contractor shall not utilize any materials that have mixed into it Dust Palliative and/or Soil Stabilizer. Use of material containing Dust Palliative and/or Soil Stabilizer for compacted fills will be cause for immediate rejection and Contractor shall re-do affected work at no additional cost to the Government. The Contractor shall not utilize the Dust Palliative and/or Soil Stabilizer as a temporary dust control method unless directed in writting to do so by the Contracting Officer.

3.18 CONTRACTOR'S SURVEYS

3.18.1 Survey Data

Reference is made to SECTION 00800: SPECIAL CONTRACT REQUIREMENTS, QUANTITY SURVEYS, ALTERNATE I, FAR 52.236-16 which requires payments based on surveys. Progress payments will be based upon Contractor's surveys. The Contractor's survey shall provide full coverage of the entire area for which progress payment is being submitted.

It is further emphasized that survey data which does not meet all applicable requirements and quality assurance verifications will not constitute a valid request for payment.

Contractor's surveys shall be performed electronically (automated) and the data shall be provided and submitted to the Government on an electronic media (IBM compatible, ASCII format) in delimited files of easting, northing, and depth (x,y,z), where the depth is indicated as positive if recorded above mean sea level. The first lines of the data file will list the information as follows:

(NOTE THAT THE PROJECT NAME IS AN EXAMPLE)

- Project Name: F-4 BASIN AND CHANNEL; Entire Project Except Disposal Site, FY2004/FY2005
- · Surveyor's Name and Company Name
- Area Surveyed

- Type of Survey and Date of Survey (i.e. Pre-construction, MM/DD/YR
- Vertical Datum
- · Horizontal Datum

These first 6 lines will be preceded by an asterisk (*), which indicates a comment line.

For both the pre-construction and post construction surveys, three (3) copies of the survey plotted on paper will accompany the x,y,z data (electronic file) and all data shall be collected and plotted in metric units (meters).

3.18.2 Survey Data Standards

The Contractor's surveys for progress payment shall meet or exceed the survey standards listed in COE EM 1110-1-1005, Topographic Surveying for topographic surveys. Surveys shall be in the State Plane Coordinate System of 1983 - meters (SPCS 83), State of Nevada, and be performed by an independent survey contractor with at least three (3) years of experience in topographic surveying of land features and have either a current Land Surveyor's or a Professional Engineer's license, authorized to certify surveys in the State of Nevada. The Topographic Surveyor firm selected by the Contractor must be approved by the Contracting Officer prior to performing surveys for this contract.

3.18.3 Positioning System

It is required that surveys shall be conducted using an RTK or similar modern electronic surveying equipment using Differential Global Positioning System (DGPS) with positional accuracy equal to or exceeding the survey standards listed in COE EM 1110-1-1003 and COE EM 1110-1-1005.

3.18.4 Survey Firm Acceptance

For the Contracting Officer to approve the selected survey firm, the Contractor must provide documentation indicating that modern electronic surveying equipment will be used for the surveys to be performed as well as documentation verifying the experience of the operators using the equipment. Typical information that will be required, as a minimum, includes the name, model, and year of manufacture of the electronic equipment, and the manufacturer's stated accuracies, and capability of the equipment proposed for usage. The Contractor shall submit credentials/qualifications as evidence that qualified, experienced staff are available and will be used for the operation of the electronic positioning and surveying equipment.

3.18.5 Data Processing

The Contractor shall use a Data Processing System to map the survey data and calculate quantities. Reduced survey data shall then be imported into the Data Processing System where cross-sections are compared to fill templates and volume quantities are calculated. The software shall be capable of digital terrain modeling and shall produce, as a minimum,

topographic survey sheets, cross section profiles, 3-dimensional area profiles, and quantity volume calculations using the Triangulated Irregular Network (TIN) method.

-- End of Section --

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SECTION 01270

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SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

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1.1 REFERENCES (NOT USED)

1.2 CONTRACT PRICE AND PAYMENT

The contract price and payment shall constitute full compensation as stated in the Contract Clause, CONTRACT PRICES - BIDDING SCHEDULES, for completion of the work. No separate payment will be made for any material or work necessary to complete the work that is not specifically mentioned, such materials and work shall be considered incidental to all bid items. As stated in Contract Clause, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, the word "provided" shall be understood to mean "furnished and installed" when used in this section or elsewhere in the technical sections.

1.3 BASE BID LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided. Base bid items includes channel construction work and all appurtenances as shown on the drawings. Base bid items does not include work per contract line items in the Option No. 1 and Option No. 2 features.

1.4 BASE BID UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. Base bid items includes channel construction work and all appurtenances as shown on the drawings. Base bid items does not include work per contract line items in the Option No. 1 and Option No. 2 features.

1.5 OPTION No. 1 AND OPTION No. 2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided. Option No. 1 includes channel construction work and all appurtenances between Station 45+80.000 to Station 34+06.655, and also includes including installation of tortoise fencing, plant salvaging and top soil salvaging on BLM Lands including at the F-4 Basin and also includes Blue Diamond basin and Flamingo basin re-vegetation work, that may or may not be executed depending on acquisition of right-of-way grants and funding; Option No. 2 includes channel construction work and debris basin embankment work and re-vegetation work and all appurtenances between Station 70+00.000 to Station 54+00.000 that may or may not be executed depending on acquisition of right-of-way grants and funding.

1.6 OPTION NO. 1 AND OPTION NO. 2 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. Option No. 1 includes channel construction work and all appurtenances between Station 45+80.000 to Station 34+06.655, and also includes including installation of tortoise fencing, plant salvaging and top soil salvaging on BLM Lands including at the F-4 Basin and also includes Blue Diamond basin and Flamingo basin re-vegetation work, that may or may not be executed depending on acquisition of right-of-way grants and funding; Option No. 2 includes channel construction work and debris basin embankment work and re-vegetation work and all appurtenances between Station 70+00.000 to Station 54+00.000 that may or may not be executed depending on acquisition of right-of-way grants and funding.

1.7 TRAFFIC CONTROL, EXCEPT FOR OPTION NO. 1 AND OPTION NO. 2 (Bid Item 0001);

TRAFFIC CONTROL OPTION NO. 1 (Bid Item 1001);

TRAFFIC CONTROL, OPTION NO. 1 (Bid Item 1001);
TRAFFIC CONTROL, OPTION NO. 2 (Bid Item 2001).).

Payment for Traffic Control will be made at the applicable contract price, which payment shall constitute full compensation for traffic control including but not limited to earthwork and grading, construction and removal of temporary roadways; providing safety barriers; providing traffic warning and control signs and lighting; stripping; flag men as required, except where covered under other bid items.

1.8 DIVERSION AND CONTROL OF WATER EXCEPT OPTION NO. 1 AND OPTION NO. 2 (Bid Item 0002);
DIVERSION AND CONTROL OF WATER OPTION NO. 1 (Bid Item 1002);

DIVERSION AND CONTROL OF WATER OPTION NO. 1 (Bid Item 1002); DIVERSION AND CONTROL OF WATER OPTION NO. 2 (Bid Item 2002).).

Payment for Diversion and Control of Water will be made at the applicable contract price, which payment shall constitute full compensation for maintaining the work area in a dry condition.

1.9 [Enter Appropriate Subpart Title Here]1.9 CLEAR SITE AND REMOVE OBSTRUCTIONS, EXCEPT FOR BID ITEM 0054 AND OPTION NO. 1 AND OPTION No. 2 (Bid Item 0003);

CLEAR SITE AND REMOVE OBSTRUCTIONS OPTION NO. 1 (Bid Item 1003);
CLEAR SITE AND REMOVE OBSTRUCTIONS OPTION NO. 2 (Bid Item 2003);
CLEAR SITE AND REMOVE OBSTRUCTIONS OPTION NO. 2 DRAWING SHEET DT29 (Bid Item 2056).

Payment for Clear Site and Remove Obstructions shall include all costs for clearing, removal, disposal, replacement, and restoration work (except work by others) including all existing obstructions within the construction work area, except for clearing, removal, disposal, replacement and restoration work specifically specified in other bid items throughout this project. Except as otherwise specified, or except as otherwise indicated in other bid items, payment for clearing and removal work includes applicable earthwork; filling holes; removal of abandoned utility lines; removal of existing surface trash and debris, including trees and vegetation and debris piles (consisting of construction debris and/or dumped soils, dumped gravels, dumped rocks and dumped boulders), including vehicle debris (vehicle bodies and/or vehicle parts) and appliance debris (whole and/or parts), and grubbing from within the Channel right-of-way and temporary construction easement; including removal of existing riprap rock as shown on the drawings, removal of any existing filter fabric and or geotextile fabric under riprap, removal of existing cutoff walls, headwalls, and wingwalls and removal of existing chainlink fence, as shown on the drawings, including DT sheets; removal of existing concrete pavement and concrete curb and gutter and plant mix bituminous surface (pbs) as shown on the drawings; including removal and disposal of existing plant mix bituminous surface (PBS) walkways and subgrade material installed by Clark County School District not shown on the drawings but within the Right Of Way and TCE, however after installation of temporary PBS walkway and subgrade material in area designated on DT drawing sheets; including removal and disposal of existing storm drain bubbler and related storm drain piping located at the north west corner of the intersection of Maule and Fort Apache Road; including surface scraping and surface clearing of the existing developer housing pad fill slopes and existing wash surfaces of trash and large and small boulders and caliche from Station 64+60.000 to Station 58+60.000 within the Right Of Way line, however stones, boulders and chunks of caliche embedded within the slopes shall be left in place unless disturbed or knocked loose from the existing fill slopes; including removal and disposal of existing caliche chunks approximately between Station 62+50.000 to Station 60+50.000; including sawcutting and removal of necessary portion of the existing precast and/or cast in place concrete drainage structures to allow for placement of new channel and side drain structure; removal, protection, replacement or restoration of existing

structures and features indicated and disposal of all materials, including maintaining dust control, other than pigmented dust palliative/soil stabilizer, until follow on features of this Contract are accomplished. Payment for Clear Site and Remove Obstructions, will be made at the applicable contract price, which payment shall constitute full compensation for clearing, obstruction removal, and protection work, complete.

1.9.1 CLEAR SITE AND REMOVE OBSTRUCTIONS, BID ITEM 0054 ONLY (Bid Item 0054)

Payment for Clear Site and Remove Obstructions, bid item 0054 only, shall include all costs for clearing, removal, disposal, replacement, and restoration work (except work by others) including all existing obstructions within the construction work area of F-4 Channel from Station 32+80.000 to Station 29+59.000 and of F-3 Channel from Station 13+75.000 to Station 10+00.000, including the 5th Cell channel structure, except for clearing, removal, disposal, replacement and restoration work specifically specified in other bid items throughout this project. Except as otherwise specified, or except as otherwise indicated in other bid items, payment for clearing and removal work includes applicable earthwork; filling holes; removal of abandoned utility lines; removal of existing surface trash and debris, including trees and vegetation and debris piles (consisting of construction debris and/or dumped soils, dumped gravels, dumped rocks and dumped boulders), including vehicle debris (vehicle bodies and/or vehicle parts) and appliance debris (whole and/or parts), and grubbing from within the Channel right-of-way and temporary construction easement; including removal of existing riprap rock as shown on the drawings, removal of existing filter fabric and or geotextile fabric under riprap, removal of existing cutoff walls, headwalls, and wingwalls as shown on the drawings, including DT sheets; including removal and disposal of existing culvert shown on sheet DT1 and removal and disposal of existing riprap upstream and downstream of this culvert; including removal and disposal of existing large chunks of caliche material and chunks of concrete at the north side of the Post Road embankment east of Fort Apache Road within the Right Of Way, TCE and Grading Easements; including removal and disposal of existing manhole at location north of intersection of Fort Apache Road and Post Road and removal and disposal of existing surrounding concrete barrier rail and removal and disposal of existing 48" RCP within ROW/TCE; including removal and disposal of existing drop inlet structure (either type DM or type CM) and removal and disposal of related existing 48" RCP within ROW and TCE and removal and disposal of related existing PVC pipe within ROW/TCE all of which are located immediately north east of intersection of Fort Apache Road and Post Road; including removal and disposal of existing riprap located at the north east corner of the Fort Apache Road and Post Road alignment intersection; including removal and disposal of existing riprap located in F-3 Channel alignment downstream of Post Road RCB; including removal and disposal of riprap along Post Road embankment north face both east and west of Fort Apache Road; removal of existing concrete pavement and concrete curb and gutter and plant mix bituminous surface (pbs) as shown on the drawings, including sawcutting and removal of necessary portion of the existing precast and/or cast in place concrete drainage structures to allow for placement of new channel and side drain structure; removal, protection, replacement or restoration of existing structures and features indicated and disposal of all materials, including maintaining dust control, other than pigmented dust palliative/soil stabilizer, until

follow on features of this Contract are accomplished. Payment for Clear Site and Remove Obstructions, will be made at the applicable contract price, which payment shall constitute full compensation for clearing, obstruction removal, and protection work, complete.

1.10 STRIP AND STOCKPILE TOPSOIL, F-4 DEBRIS BASIN RIGHT OF WAY, F-4 CHANNEL RIGHT OF WAY, BLM LAND (Bid Item 1033).

1.10.1 Measurement

A survey of the site shall be made by the Contractor prior to commencement of work, and all measurements will be based on this survey without regard to any changes in the site that may be made between the excavation lines and grades indicated on the drawings or staked in the field and the ground surfaces as indicated by the above mentioned survey. Measurement shall be based on the difference between surveyed original grade and the grade and slope of the theoretical cross sections indicated on the drawings. The actual slopes as excavated may be greater or less than those indicated or staked, depending on the materials excavated and methods used in performing the work, but such alterations shall not change the measurement for payment from the original lines as specified herein. Quantities will be computed in cubic meters by the average end area method and the planimeter will be considered a precise instrument for measurement of plotted cross sections. The Contractor has the option of using computer methods for quantity estimations, but all computer methods of quantity estimations shall be approved by the Contracting Officer. The areas on BLM lands that are adequate for topsoil salvaging are those areas of the F-4 Debris Basin Right of Way and F-4 Channel Right of Way on BLM land. For BLM owned land, stripping topsoil outside of project Right of Way lines shown on the drawings will not be allowed. Topsoil obtained from non-BLM land shall be considered as being for the convenience of the Contractor, however such topsoil must meet specifications, if utilized.

1.10.2 Payment

Payment for strip and stockpile topsoil will be made at the applicable contract price per cubic meter for the basin site, which payment shall constitute full compensation for stripping and stockpiling specified surface soils, including clearing of grasses and weeds, debris and roots, after plant salvaging operations, as indicated in the specifications.

1.11 EXCAVATION

1.11.1 [Enter Appropriate Subpart Title Here]1.11.1 EXCAVATION CHANNEL, BLM LANDS AND/OR MATERIALS, EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0004);

EXCAVATION CHANNEL, NON-BLM LAND, EXCEPT OPTION NO. 1 AND OPTION NO. 2 (Bid Item 0005);

EXCAVATION CHANNEL, NON-BLM LAND, OPTION NO. 1 (Bid Item 1004);

EXCAVATION CHANNEL, NON-BLM LAND, OPTION NO. 2 (Bid Item 2004);

EXCAVATION CHANNEL, BLM LANDS, OPTION NO. 1 (Bid Item 1005);

EXCAVATION CHANNEL, BLM LANDS, OPTION NO. 2 (Bid Item 2005);

EXCAVATION F-4 DEBRIS BASIN, BLM LAND (Bid Item 2006).

1.11.1.1 Measurement

A survey of the site shall be made by the Contractor prior to commencement of work, and all measurements will be based on this survey without regard to any changes in the site that may be made between the excavation lines and grades indicated on the drawings or staked in the field and the ground surfaces as indicated by the above mentioned survey. Measurement shall be based on the difference between surveyed original grade and the grade and slope of the theoretical cross sections indicated on the drawings. The actual slopes as excavated may be greater or less than those indicated or staked, depending on the materials excavated and methods used in performing the work, but such alterations shall not change the measurement for payment from the original lines as specified herein. The quantity of directed excavation necessary for the removal of unsatisfactory foundation material as specified shall be included in the measurement of the excavation where the unsatisfactory soils are encountered. Quantities will be computed in cubic meters by the average end area method and the planimeter will be considered a precise instrument for measurement of plotted cross sections. The Contractor has the option of using computer methods for quantity estimations, but all computer methods of quantity estimations shall be approved by the Contracting Officer. All excavation outside of excavation lines shown on the drawings will be considered as being for convenience of the Contractor.

1.11.1.2 Payment

Payment for excavation will be made at the applicable contract price, which payment shall constitute full compensation for excavation for the inlet structure embankment and spillway/transition structure foundations, inspection trenches, inlet structure invert, channels, roads and other areas as indicated on the drawings including shoring, blasting, rock excavation, and cemented alluvium excavation; shaping and trimming of areas to receive concrete or embankment material, soil cement, loading, stockpiling, crushing, processing, hauling, and dumping suitable materials for fills for the inlet structure embankments, channels, inlet structure spillway/ transition, and backfill for structures and pipes; and loading, stockpiling, hauling, placing and grading excavated materials in the graded basin areas. Payment will not be included for excavation (including shoring) outside the excavation limits indicated on the drawings or staked in the field, and other earthwork requirements for which separate payments are provided. Excess BLM material that cannot be placed as miscellaneous fill on the downstream areas of the F-4 Debris Basin Embankment in accordance with the drawings shall be placed and graded in the BLM Long Term Disposal site as shown on sheet C44.

1.11.1.3 Excavation, F-4 Debris Basin

Payment for excavation, F-4 Debris Basin, will be made at the applicable contract unit price per cubic meter, which payment shall constitute full compensation for excavation as indicated on the drawings including foundation preparation for any overexcavation for the F-4 Debris Basin embankment. Payment for excavation, F-4 Debris Basin, shall not include the quantity included in clearing and grubbing and in strip and stockpile topsoil and other earthwork requirements for which separate payments are

provided. The handling of BLM Land materials shall be in accordance with specification.

1.11.1.4 Excavation, Channel

Payment for excavation, channel will include excavations for spillway/transition and spillway/transition cutoff walls, and will be made at the applicable contract unit price per cubic meter, which payment shall constitute full compensation for excavation and haul and disposal of excess material. The handling of BLM Land materials shall be in accordance with specification.

1.11.1.5 Subgrade or Foundation Preparation

No separate payment will be made for subgrade or foundation preparation, including required shaping and cleaning of bedrock abutments and placement of mortar or concrete as necessary, and all costs in connection therewith shall be included in the contract prices for excavation or the items to which the work applies.

1.11.1.6 Unsatisfactory Soils

Unless specified in a separate bid item, no separate payment will be made for the excavation, hauling, and disposal of unsatisfactory soils. When such excavation is directed, payment therefore will be included in the applicable contract price for the items of work under which the unsuitable soils are encountered. When there is no applicable contract item an adjustment will be made.

1.11.1.7 Excavation for Structures

No separate payment will be made for excavation for structures such as manholes, outlet structures, stilling wells, and headwalls. All costs therefore shall be included in the applicable contract item to which the work applies.

1.11.1.8 Trenches

No separate payment will be made for the excavation and disposal of pipe trenches. All costs therefore shall be included in the applicable contract prices for the items to which the work applies.

1.11.1.9 Shoring

Except where otherwise directed within the specific shoring bid item, no other separate payment will be made for shoring. The Contractor shall be responsible for the method of construction and the use of shoring, stable slope cuts, or other trench safety requirements.

1.11.1.10 Excavation for Utilities

No separate payment will be made for excavation for utilities. All costs therefore shall be included in the applicable contract item to which the

work applies.

1.11.2 FLAMINGO DETENTION BASIN REMOVE AND DISPOSE OF DEBRIS LADEN SOILS AS SCRAP (Bid Item 0006)

1.11.2.1 Measurement

A survey of the site shall be made prior to commencement of work, and intermediate surveys shall be made during the work, and a final measurement will be made upon accomplishing either the complete excavation of the debris laden soils or the volume quantity of this feature, and all measurements will be based on these surveys without regard to any changes in the site that may be made between the debris laden soil lines and grades staked or surveyed in the field and the ground surfaces and grades as indicated by the topography on the drawings. Measurement shall be based on the difference between surveyed and or staked debris laden soil and the original grade that is defined as non-debris laden soil. Measurement of the remove and dispose of debris laden soils as scrap will be by the cubic meter for the volume removed from the site as shown on the drawings and described herein. Contractor shall not exceed the debris laden soil quantity indicated on the Bid Item Sheets, Section 00010 or Document 00010 unless with approval from the Contracting Officer. Should the Contractor choose to exceed the debris laden soil quantity indicated, it will be at no additional cost to the Government.

1.11.2.2 Payment

Payment for Flamingo Detention Basin remove and dispose of debris laden soils as scrap will be made at the applicable contract price per cubic meter, which payment shall constitute full compensation for removal, loading, hauling, dump fees, and disposal off-site as scrap of all surface dumping including, but not limited to, dumped soils, dumped scalped soils (fines removed), dumped plastic items, dumped tires, dumped caliche (cemented materials), dumped large stones (approximately 1.5 meters (5 feet) in size), dumped wood items, dumped reinforced concrete pipe, dumped large pieces of broken reinforced concrete and unreinforced concrete, dumped masonry block (broken and assembled multiple units), dumped debris piles, dumped trash, dumped furniture, dumped car and car parts, dumped metal parts, dumped organics (tree, grass and other trimmings and organics) and other dumped typical construction debris, as necessary for the Contractor's operations within the limits of the designated Right-Of-Way and temporary construction easement (TCE). This work shall not include any excavation of the Flamingo Detention Basin Embankment but only the soil that is debris laden in locations as indicated in the drawings, nor shall this work include the removal of the existing riprap protection on the Flamingo Detention Basin Embankment. Contractor shall, at no additional cost to the Government, repair any construction related disturbances to the Flamingo Detention Basin Embankment and riprap protection, in accordance with Contractor submitted and approved procedures. This work shall also include the protection in place, or restoration, of existing facilities that are to remain in place. Contractor shall not exceed the debris laden soil quantity indicated on the Bid Item Sheets, Section 00010 or Document 00010 unless with approval from the Contracting Officer.

1.12 FILLS

1.12.1 Measurement.

Measurement for fills will be made between the excavation and structure lines and the fill limit lines, or between the ground lines and fill lines, as indicated or staked in the field. Quantities will be computed in cubic meters by the average end area method and the planimeter will be considered a precise instrument for measuring plotted cross sections. The Contractor has the option of using computer methods of quantity estimation, but all computer methods of quantity estimation shall be approved by the Contracting Officer.

1.12.2 Payment.

1.12.2.1 COMPACTED FILL, CHANNEL, NON-BLM LAND, EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0007).

Payment for Compacted Fill, Channel, non-BLM Land, except for option no. 1 and option no. 2, will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, filling behind the channel walls including access ramps, over covered channels, and other areas shown on the drawings, and compacting the fill, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

1.12.2.2 COMPACTED FILL, CHANNEL, NON-BLM LAND, OPTION NO. 1 (Bid Item 1007)..

Payment for Compacted Fill, Channel, non-BLM Land, option no. 1, will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, filling behind the channel walls including access ramps, over covered channels, and other areas shown on the drawings, and compacting the fill, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

1.12.2.3 COMPACTED FILL, CHANNEL, BLM LANDS OPTION NO. 1 (Bid Item 1008)..

Payment for Compacted Fill, Channel, BLM Lands option no. 1 will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, filling behind the channel walls including access ramps, over covered channels, and other areas shown on the drawings, and compacting the fill, complete, including processing of certification form for material import onto BLM Lands as necessary. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

1.12.2.4 COMPACTED FILL, CHANNEL, BLM LAND, OPTION NO. 2 (Bid Item 2007).

Payment for Compacted Fill, Channel, BLM Lands south of Sta. 64+22.874 will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, filling behind the channel walls including access ramps, over covered channels, and other areas shown on the drawings, and compacting the fill, complete, including processing of certification form for material import onto BLM Lands as necessary. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

1.12.2.5 COMPACTED FILL, CHANNEL, NON-BLM LAND, OPTION NO. 2 (Bid Item 2059)..

Payment for Compacted Fill, Channel, non-BLM Land, option no. 2, will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, filling behind the channel walls including access ramps, over covered channels, and other areas shown on the drawings, and compacting the fill, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

1.12.2.6 COMPACTED FILL, F-4 DEBRIS BASIN EMBANKMENT AND INVERT, BLM LAND (Bid Item 2008).

Payment for Compacted Fill, F-4 Debris Basin Embankment and Invert, BLM Land, will be made at the applicable contract unit price per cubic meter, which payment shall constitute full compensation for placing, shaping, grading, foundation preparation backfill, and compacting the fill, including settlement monuments and related work, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

1.12.2.7 COMPACTED FILL, GRADING EASEMENTS (GE), F-4 CHANNEL AND F-3 CHANNEL AND 5TH CELL STRUCTURE AREA, NON-BLM MATERIALS (Bid Item 0008); COMPACTED FILL, GRADING EASEMENTS (GE), F-4 CHANNEL OPTION NO. 2 AREA, NON-BLM MATERIALS (Bid Item 2040).).

Payment for Compacted Fill, Grading Easements (GE), F-4 Channel and F-3 Channel and 5th Cell Structure Area, non-BLM materials, will be made at the applicable contract unit price per cubic meter, which payment shall constitute full compensation for placing, shaping, and grading the fill, complete, in the areas designated as Grading Easements (GE) shown on sheet C21 and T11 and T12. These areas shall not receive any BLM materials.

1.12.2.8 MISCELLANEOUS FILL, F-4 DEBRIS BASIN EMBANKMENT AND INVERT, BLM LAND (Bid Item 2009).

Payment for Miscellaneous Fill, F-4 Debris Basin Embankment and Invert, BLM Land, will be made at the applicable contract unit price per cubic meter, which payment shall constitute full compensation for placing, shaping, and grading the fill, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other

fill requirements for which separate payments are provided.

1.12.2.9 BASIN DIVERSION LEVEE, BLM LAND (Bid Item 2057).

Payment for Basin Diversion Levee, BLM Land, will be made at the applicable contract unit price per cubic meter, which payment shall constitute full compensation for placing, shaping, and grading the stone and or caliche levee fill material obtained from the basin construction, complete, as shown on sheet DB02 and sheet DB14. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

1.12.2.10 F-4 BASIN 0.150 STONE / CALICHE (Bid Item 2058).

Payment for F-4 Basin 0.150 Stone / Caliche will be made at the applicable contract unit price per cubic meter, which payment shall constitute full compensation for placing, shaping, and grading the stone / caliche for the F-4 embankment downstream protection material obtained from the basin construction, complete, as shown on sheets DB01 through DB18. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

1.12.2.11 Fill or Backfill Around Structures.

No separate payment will be made for fill or backfill around structures. All such costs shall be included in the applicable contract prices for structure items to which the work applies.

1.12.2.12 Trenches.

No separate payment will be made for backfilling for utilities, side drains and confluences. All costs in connection therewith shall be included in the contract prices for items to which the work applies.

1.12.2.13 Subgrade Preparation.

No separate payment will be made for subgrade preparation and all costs in connection therewith shall be included in the contract prices for items to which the work applies.

1.13 PLANT NURSERY AREA, TEMPORARY (Bid Item 1026).

Payment for Plant Nursery Area, Temporary will be made at the applicable contract price, which payment shall constitute full compensation for the provision of a temporary plant nursery area. Location of temporary plant nursery area shall be determined by Contractor but must be within contractual awarded project Right-of-Way areas. The size of this temporary plant nursery area shall determined by Contractor to support all temporary plant nursery activities, including all related vehicle movement and access. The Contractor, at his own cost, must fence off the temporary nursery plant area with a chain link 9 gage 1.829 m high fence with barbed wire and access gate that will safely store the salvaged desert plants, including site preparation, installation of temporary fence, fence posts,

excavation for fence posts, concrete for fence posts, fabric, gate and barbed wire, and removal of temporary plant nursery area including all fence, posts, concrete, gates, barbed wire and debris, prior to conclusion of construction but after replanting of salvaged desert plants.

1.14 CONCRETE.

1.14.1 Measurement.

Measurement of concrete will be made on the basis of the actual volume, in cubic meters, of concrete within the pay lines of the concrete invert slab, walls, top slab, and slope protection as shown on the drawings.

Measurement of concrete placed against the sides of any excavation without the use of intervening forms will be made only within the pay lines of the structures. No deductions will be made for rounded or beveled edges or space occupied by metalwork, nor voids or embedded items which are either less than 0.15 cubic meter in volume or one-tenth of square meter in cross section. Concrete placed in items of work other than those specifically mentioned above, and concrete wasted or used for the convenience of the Contractor will not be included in measurement for payment.

1.14.2 PAYMENT FOR CONCRETE ITEMS.

Payment for the concrete items will be made at the applicable contract prices for the various items of the schedule, which payments shall constitute full compensation for labor, materials (except reinforcing steel for which separate payment is provided), joint sealant, forming including forming for wall variations at overflow structure locations, furnishing concrete, placing concrete, finishing concrete, curing concrete, and for all equipment and tools to complete the concrete work. Embedded items shall be included in the cost of the concrete except when other payment is specifically provided. No payment will be made for concrete, as such, which is placed in structures for which payment is made on a lump sum basis.

1.14.2.1 CONCRETE, OPEN CHANNEL INVERT SLAB EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0009).

Payment for concrete, open channel invert slab except for option No. 1 and option No. 2 will include concrete placed in all open channel invert slab, except for concrete inverts in structures for which payment is made on a lump sum basis, and payment will be made at the applicable contract unit price per cubic meter, which payment shall constitute full compensation for all concrete (including all necessary items described in Paragraph "PAYMENT FOR CONCRETE ITEMS" above) placed for the invert slab of the open channel and inlet structure spillway, keys, starter walls, and cut-off walls, complete.

1.14.2.2 CONCRETE, OPEN CHANNEL INVERT SLAB OPTION NO. 2 (Bid Item 2010)..

Payment for concrete, open channel invert slab option no. 2 will include concrete placed in all open channel invert slab and for the inlet structure spillway invert slab, except for concrete inverts in structures for which payment is made on a lump sum basis, and payment will be made at the

applicable contract unit price per cubic meter, which payment shall constitute full compensation for all concrete (including all necessary items described in Paragraph "PAYMENT FOR CONCRETE ITEMS" above) placed for the invert slab of the open channel and inlet structure spillway, keys, starter walls, and cut-off walls, complete.

1.14.2.3 CONCRETE, OPEN CHANNEL WALLS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0010).

Payment for concrete, open channel walls except for option no. 1 and option no. 2 will include concrete placed in all open channel walls, except for concrete walls in structures for which payment is made on a lump sum basis, and payment will be made at the applicable contract price, which payment shall constitute full compensation for all concrete (including all necessary items described in Paragraph "PAYMENT FOR CONCRETE ITEMS" above) placed above the starter walls in the vertical walls of the open channel, complete.

1.14.2.4 CONCRETE, OPEN CHANNEL WALLS OPTION NO. 2 (Bid Item 2011).

Payment for concrete, open channel walls option no. 2 will include concrete placed in all open channel walls and for the inlet structure spillway walls, except for concrete walls in structures for which payment is made on a lump sum basis, and payment will be made at the applicable contract price, which payment shall constitute full compensation for all concrete (including all necessary items described in Paragraph "PAYMENT FOR CONCRETE ITEMS" above) placed above the starter walls in the vertical walls of the open channel, complete.

1.14.2.5 Concrete, Cut-off Wall.

No separate payment will be made for concrete, cut-off walls and all costs in connection therewith shall be included in the contract prices for items to which the work applies.

1.14.2.6 CONCRETE OVERFLOW STRUCTURE (Bid Item 0041)

Payment for Concrete Overflow Structure will be made at the applicable contract price, which payment shall constitute full compensation for all concrete (including all necessary items described in Paragraph "PAYMENT FOR CONCRETE ITEMS" above) placed for the concrete overflow structure, including furnishing and placing reinforcing steel, complete except earthwork. The Concrete Overflow Structure centerline is located at F-4 Channel Station 23+33.380 Right looking upstream.

1.15 REINFORCING STEEL EXCEPT OPTION No. 2 (Bid Item 0011); REINFORCING STEEL OPTION NO. 2 (Bid Item 2012)..

1.15.1 Measurement.

Measurement of reinforcing steel in metric tonnes (1,000 kilograms) is limited to reinforcement in concrete structures paid for on a cubic meters basis. Measurement will be made of the lengths of bars actually placed in the completed work in accordance with the plans and specifications,

approved bar schedules, or as directed. The measured lengths will converted to weights for the bar numbers listed by the unit weights per linear foot contained in ASTM A 615. Steel in laps indicated on the drawings, in the specifications, or required by the Contracting Officer will be included in measurement for payment. No measurement will be made for the additional steel in laps which are authorized for the convenience of the Contractor. No measurement will be made of steel supports or spacers. All costs for furnishing and installing supports and spacers shall be included in the various structures requiring the reinforcement.

1.15.2 Payment.

Payment for Reinforcing Steel will be made at the applicable contract price, which payment shall constitute full compensation for furnishing and installing steel reinforcement, complete. No payment will be made for steel reinforcement which is placed in structures for which payment is made on a lump sum basis.

1.16 AGGREGATE BASE COURSE EXCEPT FOR BID ITEM NO. 1020 AND OPTION NO. 2 (Bid Item 0012);

FLAMINGO DETENTION BASIN AGGREGATE BASE COURSE SERVICE ROAD (Bid Item 1020); AGGREGATE BASE COURSE OPTION NO. 2 (Bid Item 2013).).

1.16.1 Measurement.

Measurement of aggregate base course or type II course will be by the metric tonne (1,000 kilograms) of aggregate base course placed within the lines and grades indicated on the drawings.

1.16.2 Payment.

Payment for Aggregate Base Course or Type II Course will be made at the applicable contract price which payment shall constitute full compensation for furnishing and placing the aggregate base course or type II course, complete, including subgrade preparation, including compaction of aggregate base course or type II course.

1.17 ASPHALT CONCRETE PAVEMENT EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0013);

ASPHALT CONCRETE PAVEMENT OPTION NO. 2 (Bid Item 2014)..

1.17.1 Measurement.

Measurement for asphalt concrete pavement will be by the metric tonne (1,000 kilograms) of asphalt concrete pavement placed within the lines and grades as indicated on the drawing.

1.17.2 Payment.

Payment for Asphalt Concrete Pavement will be made at the applicable contract price which payment shall constitute full compensation for asphalt concrete pavement in place, complete including tack coat, prime coat and appurtenant work except for aggregate base course. No payment will be made for excessive thickness.

1.18 WEEPHOLE SYSTEM EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0014);

WEEPHOLE SYSTEM OPTION NO. 2 (Bid Item 2015)..

Payment for the Weephole System will be made at the applicable contract price, which payment shall constitute full compensation for materials, and installation of the weephole system, complete including applicable earthwork, drain aggregate, geotextile, form openings and appurtenances, complete.

1.19 TRANSITION WALL STRUCTURE # 1 (F-4 CHANNEL UPSTREAM AT BELTWAY) (Bid Item 0015).

Payment for the Transition Wall Structure # 1 (Upstream F-4 Channel at Beltway) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 23+16.760 to Sta. 23+07.420, including details of Section F shown on drawing "S5", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; including furnishing and installing dowels and epoxy and concrete drilling for dowels; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.20 CONFLUENCE STRUCTURE # 1 (F-4 CHANNEL AND PATRICK LATERAL) (Bid Item 0016).

Payment for Confluence Structure # 1 (F-4 Channel and Patrick Lateral) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 24+08.037 to Sta. 23+16.760, and a portion of Patrick Lateral from Sta. 10+34.537 to Sta. 10+00.000, including confluence section shown on drawing "S4", including invert transition section shown on drawing "S4", including structure section B shown on drawing "S4" complete, except earthwork and except manholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; protect in place existing utilities; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.21 TRANSITION WALL STRUCTURE # 2 (F-4 CHANNEL DOWNSTREAM PATRICK) (Bid Item 0017).

Payment for the Transition Wall Structure # 2 (F-4 Channel and Patrick Lateral Downstream Patrick) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 24+26.580 to Sta. 24+08.037, including details of Section B shown on drawing "S4", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.22 TRANSITION WALL STRUCTURE # 2A (PATRICK LATERAL

DOWNSTREAM PATRICK) (Bid Item 0018)..

Payment for the Transition Wall Structure # 2A (Patrick Lateral Downstream Patrick) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the portion of Patrick Lateral from Sta. 10+52.537 to Sta. 10+34.537, including details of Section B shown on drawing "S4", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.23 RCB # 1 (PATRICK LATERAL) (Bid Item 0019).

Payment for RCB # 1 (Patrick Lateral) will be made at the applicable contract price, which payment shall constitute full compensation for the RCB # 1 Structure from Sta. 11+64.900 to Sta. 10+52.537, including details of Section F Single Box Conduit shown on drawing "S3", complete, except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, including installing bulkhead shown on the drawings, and all incidentals, including headwalls; except temporary Patrick Lane traffic detour and except installing new traffic barriers and maintaining existing traffic barriers on North side and South Side of channel at Patrick Lane, and except extra traffic control devices that will be left in place after Contractor leaves site on North side and South side of channel at Patrick Lane, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.24 RCB # 2 (F-4 CHANNEL AT PATRICK) (Bid Item 0020).

Payment for RCB # 2 (F-4 Channel at Patrick) will be made at the applicable contract price, which payment shall constitute full compensation for the RCB # 2 Structure from Sta. 25+05.342 to Sta. 24+26.580, including details of Section C Single Box Conduit shown on drawing "S3", complete, except earthwork, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, and all incidentals, including headwalls and/or extended headwalls; except temporary Patrick Lane traffic detour and except installing new traffic barriers and maintaining existing traffic barriers on North side and South Side of channel at Patrick Lane, and except extra traffic control devices that will be left in place after Contractor leaves site on North side and South side of channel at Patrick Lane, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.25 TRANSITION WALL STRUCTURE # 3 (F-4 CHANNEL UPSTREAM PATRICK) (Bid Item 0021)..

Payment for the Transition Wall Structure # 2 (F-4 Channel Upstream Patrick) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 25+19.342 to Sta. 25+05.342 including portion of confluence and invert transition details shown on drawing "S6", and including details of applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork and except

weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.26 CONFLUENCE STRUCTURE # 2 (F-4 CHANNEL AND F-3 CHANNEL AND 5TH CELL) (Bid Item 0022).

Payment for Confluence Structure # 2 (F-4 Channel and F-3 Channel and 5th Cell) will be made at the applicable contract price, which payment shall constitute full compensation for the RCB structure consisting of the F-4 Channel from Sta. 29+59.185 to Sta. 25+19.342, including confluence plan showing confluence and invert transition details shown on sheet "S6", including confluence section G shown on drawing "S8", including confluence section J shown on drawing "S8", including invert transition section H shown on drawing "S8", including invert transition section K shown on drawing "S8", complete, except earthwork and except manholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; protect in place existing utilities; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.27 F-4 CHANNEL AND F-3 CHANNEL AND 5TH CELL STRUCTURE (Bid Item 0023).

Payment for F-4 Channel and F-3 Channel and 5th Cell Structure will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 30+57.051 to Sta. 29+59.185, and F-3 Channel from Sta. 10+98.486 to Sta. 10+00.000 and 5th Cell from Sta. 10+99.726 to Sta. 10+00.000, including details shown on drawing sheet "S6", including section B shown on drawing "S6", complete, except earthwork and except manholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; protect in place existing utilities; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.28 INVERT ACCESS RAMP # 1 (Bid Item 0024).

Payment for Invert Access Ramp # 1, includes the adjacent F-3 open channel from Sta. 11+47.155 to Sta. 11+02.201 and the 5th Cell open channel from Sta. 11+48.487 to Sta. 11+03.533, including details shown on drawing sheet "S11". Payment will be made at the applicable contract price, which payment shall constitute full compensation for the invert access ramp and open channel, except earthwork and except weepholes, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; including pipe access gate installed at top of access ramp to restrict vehicle access into channel invert and all appurtenances, including painting of pipe access gate; and all incidentals, including padlocks, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.29 F-3 CHANNEL 4 X RCB, AND 5TH CELL RCB UNDER FORT APACHE STRUCTURE (Bid Item 0025).

Payment for F-3 Channel 4 x RCB, and 5th Cell RCB under Fort Apache structure will be made at the applicable contract price, which payment constitutes full compensation for the structure that includes the F-3 Channel RCB from Sta. 12+06.749 to Sta. 11+47.155 and the 5th Cell RCB from Sta. 12+08.188 to Sta. 11+48.487, including Section D shown on drawing sheet "S7", complete, except earthwork and except weepholes, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, including extended headwalls; except temporary Fort Apache Road traffic detour and except installing and maintaining temporary traffic barriers and maintaining existing traffic barriers on North side and South Side of channel at Fort Apache Road, and except extra traffic control devices that will be left in place after Contractor leaves site on North side and South side of channel at Fort Apache Road, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.30 TRANSITION WALL STRUCTURE # 4 (F-3 CHANNEL AND 5TH CELL UPSTREAM FORT APACHE) (Bid Item 0026).

Payment for the Transition Wall Structure # 4 (F-3 Channel Upstream Fort Apache) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-3 Channel from Sta. 13+44.970 to Sta. 12+06.749 including details of Section E and Section F shown on drawing "S7", and including details of Pier Noses on drawing sheets "S9" and "S10", and including 5th Cell Structure from 5th Cell Sta. 13+02.995 to Sta. 12+08.188, and including details of applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork (with exception for leaving 5th Cell Open) and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; including leaving 5th Cell open with ground slope entrance as shown in the drawing; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.31 F-3 CHANNEL INLET STRUCTURE (Bid Item 0027).

Payment for the F-3 Channel Inlet Structure will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-3 Channel from Sta. 13+75.079 to Sta. 13+44.970 including details of applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; including furnishing and installing dowels and epoxy and concrete drilling for dowels; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.32 TRANSITION WALL STRUCTURE # 5 (F-4 CHANNEL DOWNSTREAM FORT APACHE) (Bid Item 0028).

Payment for the Transition Wall Structure # 5 (F-4 Channel Downstream Fort Apache) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 31+00.000 to Sta. 30+57.051 including details of

applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.33 RCB # 3A (F-4 CHANNEL RCB STA. 34+06.655 TO STA. 31+00.000) (Bid Item 0029)..

Payment for RCB # 3A (F-4 Channel RCB Sta. 34+06.655 to Sta. 31+00.000) will be made at the applicable contract price, which payment shall constitute full compensation for the RCB # 3A Structure from Sta. 34+06.655 to Sta. 31+00.000 except earthwork, complete, including details of Section D Single Box Conduit shown on drawing "S3", including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, and all incidentals, including extended headwalls; except temporary Post Road traffic detour and except installing temporary traffic barriers and maintaining existing traffic barriers on East side and West Side of channel at Post Road, and except extra traffic control devices that will be left in place after Contractor leaves site on East side and West side of channel at Post Road, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.34 RCB # 3B (F-4 CHANNEL RCB STA. 45+80.000 TO STA. 34+06.655) (Bid Item 1009)..

Payment for RCB # 3B (F-4 Channel RCB Sta. 45+80.000 to Sta. 34+06.655) will be made at the applicable contract price, which payment shall constitute full compensation for the RCB # 3B Structure from Sta. 45+80.000 to Sta. 34+06.655, except earthwork, complete, including details of Section B and Section D Single Box Conduit shown on drawing "S3", including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, and all incidentals, except temporary Sunset Road and Maule Avenue traffic detour and except installing temporary traffic barriers and maintaining existing traffic barriers on West side and East Side of channel at Sunset Road and Maule Avenue, and except extra traffic control devices that will be left in place after Contractor leaves site on East side and West side of channel at Sunset Road and Maule Avenue, complete as shown on the drawings except for specified shoring, for which there is a separate bid item.

1.35 RCB \sharp 3C (F-4 CHANNEL RCB STA. 52+99.440 TO STA. 45+80.000) (Bid Item 0030)..

Payment for RCB # 3C (F-4 Channel RCB Sta. 52+99.440 to Sta. 45+80.000) will be made at the applicable contract price, which payment shall constitute full compensation for the RCB # 3 Structure from Sta. 52+99.440 to Sta. 45+80.000, except earthwork, complete, including details of Section B Single Box Conduit shown on drawing "S3", including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, and all incidentals, including headwall and/or extended headwalls; except temporary Warm Springs Road and Maule Avenue traffic detour and except installing temporary traffic barriers and maintaining existing traffic barriers on West side and East Side of channel at Sunset

Road and Maule Avenue, and except extra traffic control devices that will be left in place after Contractor leaves site on East side and West side of channel at Sunset Road and Maule Avenue, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.36 TRANSITION WALL STRUCTURE # 6 (F-4 CHANNEL UPSTREAM WARM SPRINGS) (Bid Item 0031).

Payment for the Transition Wall Structure # 6 (F-4 Channel Upstream Warm Springs) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 53+13.408 to Sta. 52+99.440 including details of applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.37 INVERT ACCESS RAMP 2 (Bid Item 0032).

Payment for Invert Access Ramp 2, also includes the adjacent open channel from Sta. 53+95.706 to Sta. 53+34.000, including details shown on drawing sheet "S12". Payment will be made at the applicable contract price, which payment shall constitute full compensation for the invert access ramp and open channel, except earthwork and except weepholes, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; including pipe access gate installed at top of access ramp to restrict vehicle access into channel invert and all appurtenances, including painting of pipe access gate; and all incidentals, including padlocks, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.38 TRANSITION WALL STRUCTURE # 7 (F-4 CHANNEL DOWNSTREAM RCB # 4) (Bid Item 2016).

Payment for the Transition Wall Structure # 7 (F-4 Channel Downstream RCB # 4) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 56+14.953 to Sta. 56+01.453, including details of applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.39 RCB # 4 (F-4 CHANNEL AT FORT APACHE) (Bid Item 2017).

Payment for RCB # 4 (F-4 Channel at Fort Apache) will be made at the applicable contract price, which payment shall constitute full compensation for the RCB # 4 Structure from Sta. 57+79.160 to Sta. 57+36.765 and from Sta. 56+58.445 to Sta. 56+14.953, except earthwork, complete, including details of Section B Single Box Conduit shown on drawing "S3", including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, and all incidentals, including extended headwalls;

including furnishing and installing dowels and epoxy and concrete drilling for dowels; except temporary Fort Apache Road traffic detour and except installing temporary traffic barriers and maintaining existing traffic barriers on North side and South Side of channel at Fort Apache Road, and except extra traffic control devices that will be left in place after Contractor leaves site on North side and South side of channel at Fort Apache Road, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.40 TRANSITION WALL STRUCTURE # 8 (F-4 CHANNEL UPSTREAM RCB # 4) (Bid Item 2018)..

Payment for the Transition Wall Structure # 8 (F-4 Channel Upstream RCB # 4) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 57+92.414 to Sta. 57+79.160, including details of applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.41 INVERT ACCESS RAMP # 3 (Bid Item 2019).

Payment for Invert Access Ramp # 3, also includes the adjacent open channel from Sta. 62+98.000 to Sta. 62+34.308, including details shown on drawing sheet "S13". Payment will be made at the applicable contract price, which payment shall constitute full compensation for the invert access ramp and open channel, except earthwork and except weepholes, complete, including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; including pipe access gate installed at top of access ramp to restrict vehicle access into channel invert and all appurtenances, including painting of pipe access gate; and all incidentals, including padlocks, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.42 TRANSITION WALL STRUCTURE # 9 (F-4 CHANNEL DOWNSTREAM RCB # 5) (Bid Item 2020).

Payment for the Transition Wall Structure # 9 (F-4 Channel Downstream RCB # 5) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 64+10.750 to Sta. 63+97.850, including details of applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; including furnishing and installing dowels and epoxy and concrete drilling for dowels; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.43 RCB # 5 (F-4 CHANNEL AT FORT APACHE) (Bid Item 2021).

Payment for RCB # 5 (F-4 Channel at Fort Apache) will be made at the applicable contract price, which payment shall constitute full compensation

for the RCB # 5 Structure from Sta. 64+72.366 to Sta. 64+58.710 and from Sta. 64+26.407 to Sta. 64+10.750, except earthwork, complete, including details of Section B Single Box Conduit shown on drawing "S3", including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete, and all incidentals, including extended headwalls; except temporary Fort Apache Road traffic detour and except installing temporary traffic barriers and maintaining existing traffic barriers on North side and South Side of channel at Fort Apache Road, and except extra traffic control devices that will be left in place after Contractor leaves site on North side and South side of channel at Fort Apache Road, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.44 TRANSITION WALL STRUCTURE \sharp 10 (F-4 CHANNEL UPSTREAM RCB \sharp 5) (Bid Item 2022).

Payment for the Transition Wall Structure # 10 (F-4 Channel Upstream RCB # 5) will be made at the applicable contract price, which payment shall constitute full compensation for the structure consisting of the F-4 Channel from Sta. 64+83.766 to Sta. 64+72.366 including details of applicable u-wall channel concrete and reinforcing schedule shown on drawing "S2", complete, except earthwork and except weepholes; including furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; and all incidentals, complete as shown on the drawings except for post and cable railing and chain link fencing.

1.45 DEBRIS BASIN EMBANKMENT SOIL CEMENT ARMOR (Bid Item 2023)

1.45.1 Measurement

Measurement of soil cement will be made on the basis of actual cubic meters of soil cement placed within the lines and grades indicated on the drawings and specifications, excluding the quantity placed in the test section.

1.45.2 Payment

Payment for soil cement will be made at the applicable contract price, which payment shall constitute full compensation for the soil cement including all materials (except portland cement and pozzolan for which separate payments are provided), costs for test section, cost to develop all soil cement mix designs, formwork, batching, hauling, placing, compacting, finishing, curing and all equipment and tools to complete the soil cement in place. Embedded items shall be included in the cost of the soil cement except when other payment is specifically provided.

1.46 PORTLAND CEMENT FOR SOIL CEMENT (Bid Item 2024)

1.46.1 Measurement

Quantity of portland cement for soil cement to be paid for will be the number of metric tonnes (1,000 kilograms) of portland cement used for soil cement unless specifically excepted, wasted or used in the soil cement test section or for all soil cement mix designs or used for the convenience of the Contractor. The quantity to be paid for will be determined by

multiplying the approved weight of portland cement in kilograms per cubic meter of soil cement by the number of accepted cubic meters or soil cement placed within the lines and grades indicated on the drawings and dividing by 1,000.

1.46.2 Payment

Payments for portland cement for soil cement will be made at the applicable contract price, which payment shall constitute full compensation for furnishing the portland cement ready for use in the work, complete. No payment will be made for portland cement used for structures for which separate payment is provided.

1.47 POZZOLAN FOR SOIL CEMENT (Bid Item 2025)

1.47.1 Measurement

Quantity of pozzolan for soil cement to be paid for will be the number of metric tonnes (1,000 kilograms) of pozzolan used for soil cement unless specifically excepted, wasted, or used in the soil cement test section or for all soil cement mix designs or used for th convenience of the Contractor. The quantity to be paid for will be determined by multiplying the approved weight of pozzolan in kilograms per cubic meters of soil cement by the number of accepted cubic meters of soil cement placed within the lines and grades indicated on the drawings and dividing by 1,000.

1.47.2 Payment

Payments for pozzolan for soil cement will be made at the applicable contract price, which payment shall constitute full compensation for furnishing the pozzolan, complete. No payment will be made for pozzolan used for structures for which separate payment is provided.

1.48 DEBRIS BASIN LOW FLOW OUTLET RCB (Bid Item 2026)

Payment for Debris Basin Low Flow Outlet RCB (Reinforced Concrete Box) will be made at the applicable contract lump sum price for the size and reach of box specified, which payment shall constitute full compensation for RCB and headwalls including earthwork, complete, including: furnishing and placing reinforcing steel; furnishing and placing, finishing and curing concrete, headwalls and manholes on outlet conduits; furnishing and placing plywood plugs; and all incidentals, complete as shown on the drawings, except for manholes and ladder systems and outlet conduit side drain connection which have separate bid items. Debris Basin Low Flow Outlet RCB Conduit shall be 0.910 m x 0.910 m from Station 3+15.281 to Station 1+00.000.

1.49 DEBRIS BASIN LOW FLOW OUTLET TOWER (Bid Item 2027)

Payment for the Debris Basin Low Flow Outlet Tower will be made at the applicable contract price, which payment shall constitute full compensation for the outlet tower structure, complete, including excavation and compacted fill; furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete; furnishing and placing galvanized steel grating and frame; furnishing and placing 76 diameter PVC pipe; and

all incidentals.

1.50 OUTLET CONDUIT SIDE DRAIN STRUCTURE, STA. 64+95.108 RT (Bid Item 2028).

Payment for the outlet conduit side drain structure, sta. 64+95.108 right, will be made at the applicable contract price, which payment shall constitute full compensation for the side drain structure, complete, as shown on the drawings, except earthwork; furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete for the side drain junction structure and inlet structure; and placing temporary barriers (plugs) as necessary. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided.

1.51 SIDE DRAINS (Bid Items 0033, 0034, 0035, 0036, 0037, 0038, 0039, 0040, 1010, 1011, 1021, 1022, 1023, 2028, 2029, 2030, 2031, 2060, 2061, 2062, 2063)..

Payment for the various side drains and stub-outs will be made at the applicable contract price, which payment shall constitute full compensation for the side drain and stub-outs, complete, as shown on the drawings, including applicable portions of drawing sheets DT27, DT28, DT29, DT30, and DT31, except earthwork; furnishing and placing reinforcing steel; furnishing, placing, finishing and curing concrete for the side drain junction structures and inlet structure; furnishing and placing all lengths of concrete pipe as shown on the "C" drawings, fittings and end sections and concrete thrust blocks; and placing temporary pipe barriers (plugs) for stub-outs as necessary. The earthwork included shall be only that earthwork which is located outside the limits of earthwork for which other payment is provided and no payment will be made under this item for inlets, grates, concrete, and concrete pipe for which separate payment is provided.

1.52 SLOTTED CHAMBER (Bid Item 2032)

Payment for the slotted chamber will be made at the applicable contract lump sum price for each slotted chamber, which payment shall constitute full compensation for the slotted chamber, complete, including excavation and compacted fill; furnishing and placing reinforcing steel; furnishing, placing, finishing, and curing concrete for walls and slabs; joints, weepholes, pipe connections to each slotted chamber, manhole frame and cover, and all incidentals as shown on the drawings.

1.53 MANHOLES FOR RCB CONDUITS, CULVERTS, AND LATERALS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0047);

MANHOLES FOR RCB CONDUITS, CULVERTS, AND LATERALS OPTION NO. 1 (Bid Item 1013);

MANHOLES FOR RCB CONDUITS, CULVERTS, AND LATERALS OPTION NO. 2 (Bid Item 2033).

Payment for Manholes for Box Conduits, Culverts, and Laterals will be paid for according to the applicable contract lump sum price including, excavation, backfill and appurtenances complete and in place, except for ladder systems. No extra payment will be made for pipe fittings required to make connections to manholes.

1.54 ROAD DETOURS EXCEPT FOR OPTION NO. 1 (Bid Item 0084); ROAD DETOURS OPTION NO. 1 (Bid Item 1020)..

Payment for Road Detours will be made at the applicable contract lump sum price, and shall be considered full payment for all work shown on the DT drawing sheets, including: remove and salvage various materials including but not limited to signage, chain link fence, riprap; all roadway embankment fill including all earthwork and provision of borrow materials, including costs associated with embankment material for detour road may be borrowed from the project area; construct as necessary drainage ditch along toe of detour road slope to provide positive drainage, protect the slope; type II aggregate base and related work; 63 mm (2-1/2 inch) plantmix bituminous surface (PBS) and related work, with sawcut and match existing at both ends; portable precast concrete barrier rails; ground mounted construction signs (10 signs); type 1 lane line (paint); 150 mm (6-inch) wide white painted edge line; flag men as required; including removal of the detour road and removal of the detour road embankment, including restoration of the area to the grades existing prior to detour road and detour road embankment construction; and removal of all detour road appurtenances, and including restoration of all applicable road sites including PBS, signage, striping, fencing, and flagmen, complete as shown on drawing sheets DT titled with titles including "Detour Road (Phase 1)", "Sunset Road Detour Road (Phase 2)", "Detour Road (Phase 2)", "Road Reconstruction", "Detour Signage & Striping", "Reconstruction Signage & Striping", "Detour Road Removals", complete as shown on drawing sheets D titled with titles including "Detour Road Waterline Relocation", "Detour Signing & Striping", and "Detour Signage & Striping".

1.55 CHAIN LINK FENCE, 1.829 M HIGH, 9 GAGE EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0048); CHAIN LINK FENCE, 1.829 M HIGH, 9 GAGE OPTION NO. 2. (Bid Item 2034)..

1.55.1 Measurement.

Measurement of chain link fence, 1.829 M High, 9 Gage will be by the linear meters of chain link fence, 1.829 M high, 9 Gage, constructed as shown on the drawings.

1.55.2 Payment.

Payment for Chain Link Fence, 1.829 M High, 9 Gage, will be made at the applicable contract price, which payment shall constitute full compensation for chain link fencing, including posts with caps, rail, chain link fabric, stretcher bars, tension bands, wire ties, truss wire, concrete, grounding, and all incidentals, complete as shown on the drawings.

1.56 $\,$ POST AND CABLE RAILING EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0049);

POST AND CABLE RAILING OPTION NO. 2 (Bid Item 2035)..

1.56.1 Measurement

Measurement of post and cable railing will be by the linear meter, measured

from end to end, of railing installed as shown on the drawings.

1.56.2 Payment

Payment for post and cable railing will be made at the applicable contract unit price per linear meter, which payment shall constitute full compensation for railing, including posts, cable, safety chain gates, anchor plate, bolts, and other galvanized appurtenances, fabrication, grout or dry pack, including painting of posts on non-Rhodes Ranch property and including painting of posts on Rhodes Ranch property to match ornamental fence paint color, and all incidentals, including padlocks, complete.

1.57 DOUBLE SWING GATES EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0050);

DOUBLE SWING GATES OPTION NO. 2 (Bid Item 2036)..

1.57.1 Measurement

Measurement of double swing gates will be the number of double swing gates acceptably installed.

1.57.2 Payment.

Payment for Double Swing Gate will be made at the applicable contract price, which payment shall constitute full compensation for fabricating and installing the double swing gates, complete, including posts with caps, chain link fabric, frame members, tension bands, truss rods, stretcher bars, wire ties, truss wire, sleeves, hinges, grout, concrete, stops and padlocks, and all incidentals, complete, as shown on the drawings.

1.58 [Enter Appropriate Subpart Title Here]1.58 PRE-EMERGENT HERBICIDE AND PIGMENTED DUST PALLIATIVE/SOIL STABILIZER ON NON-REVEGETATED AREAS OF CHANNEL EXCEPT FOR OPTION NO. 1 AND OPTION NO. 2 (Bid Item 0051); PRE-EMERGENT HERBICIDE AND PIGMENTED DUST PALLIATIVE/SOIL STABILIZER ON NON-REVEGETATED AREAS OF OPTION NO. 1 (Bid Item 1014); PRE-EMERGENT HERBICIDE AND PIGMENTED DUST PALLIATIVE/SOIL STABILIZER ON NON-REVEGETATED AREAS OF DEBRIS BASIN EMBANKMENT, INVERT, AND CHANNEL OPTION NO. 2 (Bid Item 2037).

1.58.1 Measurement

Measurement of pre-emergent herbicide and pigmented dust palliative/soil stabilizer will be made on the basis of the actual area in hectares of areas treated with pre-emergent herbicide and pigmented dust palliative/soil stabilizer used for disturbed areas that will not be revegetated as indicated or directed.

1.58.2 Payment

Payment for pre-emergent herbicide and pigmented dust palliative/soil stabilizer will be at the applicable contract unit price per hectare, which payment shall constitute full compensation including furnishing materials, processing, and application, complete in place.

1.59 STATION MARKINGS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0052);

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STATION MARKINGS OPTION NO. 1 (Bid Item 1018); STATION MARKINGS OPTION NO. 2 (Bid Item 2038).).
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Payment for Station Markings will be made at the applicable contract lump sum price, which shall be considered full payment for preparation, paint and marking, equipment and labor.

- 1.60 AS-BUILT DRAWINGS ENTIRE PROJECT (Bid Item 0053).
- 1.60.1 Measurement

Measurement shall be made on a lump sum basis.

1.60.2 Payment

Payment for As-Built Drawings entire project will be made at the applicable contract price, which payment shall constitute full compensation for furnishing all labor, material, and equipment complete in place for the complete set of as-built drawings, including electronic MicroStation SE or MicroStation J "DGN" file format and PEN FILES/TABLES on Compact Disk, indicating installation of work items not installed according to the contract drawings.

1.61 LADDER SYSTEMS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0046);

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LADDER SYSTEMS OPTION NO. 1 (Bid Item 1015);
LADDER SYSTEMS OPTION NO. 2 (Bid Item 2039).).
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Payment for Ladder Systems will be made at the applicable contract lump sum price for installation of all channel access ladders, including access ladders for Manholes for Box Conduits. The contract price for ladder system shall be considered full payment for fabrication, assembly fittings, finishing, paint and marking, installation of ladder steps, and all equipment, labor and fittings.

- 1.62 DELETED
- 1.63 PROVIDE PLANT STORAGE IRRIGATION DURING CONSTRUCTION (Bid Item 1027)

Payment for providing plant storage area irrigation during construction will be made at the applicable contract price, which payment shall constitute full compensation for furnishing water, labor and equipment to maintain plants as specified.

1.64 PROVIDE IRRIGATION FOR ONE YEAR AFTER CONSTRUCTION AT f-4 DEBRIS BASIN (Bid Item 2041)

Payment for providing irrigation for one year after construction at F-4 Debris Basin will be made at the applicable contract price, which payment shall constitute full compensation for furnishing water, labor and necessary equipment to maintain plants placed for revegetation as specified.

1.65 ONE YEAR GUARANTEE ON LANDSCAPE WORK AT BLUE DIAMOND BASIN (Bid Item 1054);

ONE YEAR GUARANTEE ON LANDSCAPE WORK AT FLAMINGO BASIN (Bid Item 1055); ONE YEAR GUARANTEE ON LANDSCAPE WORK AT F-4 DEBRIS BASIN (Bid Item 2042)42)

Payment for providing a one year guarantee on landscape work at respective basins will be made at the applicable contract price, which payment shall constitute full compensation for furnishing personnel to complete landscape work as specified, and providing required reports.

1.66 TORTOISE FENCE, OPTION NO. 1 F-4 CHANNEL (Bid Item 1024); TORTOISE FENCE, F-4 DEBRIS BASIN (Bid Item 1025))

1.66.1 Measurement

Measurement of tortoise fence that is provided will be by the linear meter of tortoise fence constructed as shown on the drawings.

1.66.2 Payment

Payment for tortoise fence will be made at the applicable contract unit price per linear meter, which payment shall constitute full compensation for tortoise fence, including steel tee posts and all incidentals complete as shown on the drawings, and scheduling and coordination of the work to comply with Section 01200 GENERAL REQUIREMENTS, paragraph ENVIRONMENTAL ASSESSMENT REQUIREMENT. Payment shall also include complete removal of tortoise fence at the completion of this project.

1.67 SALVAGE, STORE, AND MAINTAIN PLANTS (Bid Items 1028 - 1032)

1.67.1 Measurement

Measurement for salvaging, storing, and maintaining plants will be the number of plants of each type specified, actually salvaged, stored and maintained in a healthy condition.

1.67.2 Payment

The accepted quantities of plants measured for salvaging, storing, and maintaining plants, will be paid at the applicable contract unit price per the type of plant, for plants actually salvaged, stored and maintained in a healthy condition. Such payment shall be full compensation for all the labor, materials, and incidentals necessary to complete the work, except transplanting plants and irrigation water to maintain the plants will be paid separately.

1.68 TRANSPLANT TO F-4 BASIN (Bid Items 2043 - 2047)

1.68.1 Measurement

Measurement for transplanting plant materials will be the number of plants of each type specified, actually planted on the project.

1.68.2 Payment

The accepted quantities of plants measured for transplanting plant materials will be paid at the applicable contract unit price per the type of plant, identified in each bid item and actually planted on the project. Such payment shall be full compensation for all the labor, materials, and incidentals necessary to complete the work, except irrigation water to maintain the plants will be paid separately.

1.69 PLACE TOPSOIL TO FINISH GRADE, F-4 DEBRIS BASIN DOWNSTREAM EMBANKMENT SURFACE (Bid Item 2048)

1.69.1 Measurement

Measurement for placing topsoil to finished grade will be made on the basis of the cubic meters of material placed and graded to a minimum depth of 203 millimeters over surfaces designated for revegetation treatment or as shown on the drawings. Excess material from strip and stockpile for topsoil that is wasted or placed as miscellaneous fill will not be included for measurement under this item.

1.69.2 Payment

Payment for placing topsoil to finished grade will be at the applicable contract price per cubic meter, which payment shall constitute full compensation for materials, equipment, and labor.

1.70 PROVIDE BROWSE PROTECTION, F-4 DEBRIS BASIN (Bid Item 2050)

Payment for providing browse protection will be made at the applicable contract price for each browse control device including equipment, supplies and labor.

1.71 SIMULATED DESERT VARNISH ROCK COLOR MITIGATION (Bid Item 2051)

1.71.1 Measurement

Measurement of simulated desert varnish rock color mitigation will be made on the basis of the actual area in hectares of exposed excavation, fill, and rock surfaces in the construction areas that are treated.

1.71.2 Payment

Payment for simulated desert varnish rock color mitigation will be at the applicable contract price per hectares, which payment shall constitute full compensation for the simulated desert varnish rock color mitigation including furnishing materials, processing, hauling, and placing, complete in place.

1.72 SOIL SAMPLING AND TESTING FOR FERTILITY, F-4 DEBRIS BASIN (Bid Item 2052))

1.72.1 Measurement

Measurement of soil sampling and testing for fertility will be made at the

applicable contract unit price per each soil sample taken as shown on the drawings and tested for fertility.

1.72.2 Payment

Payment for soil sampling and testing for fertility will be made at the applicable contract price for each soil sample taken and tested, which payment shall constitute full compensation for materials, equipment, and labor.

1.73 PIGMENTED DUST PALLIATIVE/SOIL STABILIZER ONLY ON REVEGETATED AREAS (Bid Item 2053)

1.73.1 Measurement

Measurement of pigmented dust palliative/soil stabilizer will be made on the basis of the actual area in hectares used for revegetation as indicated or directed.

1.73.2 Payment

Payment for pigmented dust palliative/soil stabilizer will be at the applicable contract price per hectare, which payment shall constitute full compensation including grading, scarifying, furnishing materials, processing, hauling and applying, complete in place.

1.74 PROVIDE CHANNEL EXCAVATION SHORING (Bid Item 1006)

Payment for providing channel excavation shoring on east side of channel from Sta. 44+34.229 to Sta. 42+27.440 and from Sta. 40+28.845 to Sta. 38+35.000 to protect property and improvements will be made at the applicable contract price, which payment shall constitute full compensation for furnishing shoring, labor and necessary equipment, for duration of related construction work in area, to protect property and improvements as specified, and removal of said shoring when related work is completed.

1.75 CLEAR SITE AND REMOVE OBSTRUCTIONS AT BLUE DIAMOND AND FLAMINGO DETENTION BASINS (Bid Item 1034).

Payment for Clear Site and Remove Obstructions at Blue Diamond and Flamingo Detention Basins, shall include all costs for clearing, removal, replacement, and restoration work (except work by others) including all existing obstructions within the construction work area, except for clearing, removal, replacement and restoration work specifically specified in other bid items throughout this project. Except as otherwise specified, or except as otherwise indicated in other bid items, payment for clearing and removal work includes applicable earthwork; filling holes; removal of abandoned utility lines; removal of existing surface trash and debris, including trees and vegetation and debris piles (consisting of construction debris and/or dumped soils, dumped gravels, dumped rocks and dumped boulders), including vehicle debris (vehicle bodies and/or vehicle parts) and appliance debris (whole and/or parts), and grubbing from within the Basin right-of-way and temporary construction easement; removal, protection, replacement or restoration of existing structures and features

indicated and disposal of all materials. Payment for Clear Site and Remove Obstructions at Blue Diamond and Flamingo Detention Basins will be made at the applicable contract price, which payment shall constitute full compensation for clearing, obstruction removal, and protection work, complete.

1.76 ADJUST SEWER MANHOLE FRAMES AND COVERS EXCEPT FOR OPTION NO. 1 AND OPTION No. 2 (Bid Item 0044); ADJUST SEWER MANHOLE FRAMES AND COVERS OPTION NO. 1 (Bid Item 1017)..

Measurement and payment shall be made according to the contract unit price for each manhole acceptably adjusted to finished grade elevation. Existing covers, including frames, grates, or lids shall be adjusted to the required elevation by removing such existing covers and adjusting the top of the existing structures by removing or adding concrete, riser, cone, grade rings, or by using cast iron adaptor rings, as the case may be, reinstalling the fixtures by supporting them on a satisfactory collar of Class A concrete constructed as to hold them firmly in place.

1.77 BLUE DIAMOND PROVIDE AND PLANT (Bid Items 1035-1042); FLAMINGO BASIN PROVIDE AND PLANT (Bid Items 1045-1051)

1.77.1 Measurement

Measurement for providing plant materials will be the number of plants of each type specified, actually planted on the project.

1.77.2 Payment

The accepted quantities of plants measured for plant materials will be paid at the applicable contract unit price per the type of plant, identified in each bid item and actually planted on the project. Such payment shall be full compensation for all the labor, materials, and incidentals necessary to complete the work, except irrigation water to maintain the plants will be paid separately and all incidentals.

1.78 BLUE DIAMOND PROVIDE SEEDING AND FERTILIZATION (Bid Item 1043); FLAMINGO BASIN PROVIDE SEEDING AND FERTILIZATION (Bid Item 1052); SEEDING AND FERTILIZATION, F-4 DEBRIS BASIN EMBANKMENT DOWNSTREAM SURFACE (Bid Item 2049)9)

1.78.1 Measurement

Measurement for seeding and fertilization will be the number of hectares completed, applied at the specified seed and fertilizer rates in the designated areas, measured along the ground slope.

1.78.2 Payment

Payment for seeding and fertilization will be at the applicable contract price per hectares, which payment shall constitute full compensation for materials, equipment, and labor including tillage, and amendments, except irrigation water for seed establishment will be paid separately and all incidentals, and plant establishment.

1.79 BLUE DIAMOND PROVIDE 1 YEAR IRRIGATION AND MAINTENANCE (Bid Item 1044);

FLAMINGO BASIN PROVIDE 1 YEAR IRRIGATION AND MAINTENANCE (Bid Item 1053)3)

Payment for providing irrigation and maintenance for one year after construction including a one year guarantee on landscape work will be made at the applicable contract price, which payment shall constitute full compensation for furnishing water, labor and necessary equipment to maintain and establish landscaping placed for mitigation, including weeding, fertilizing, plant replacement, and maintenance reports as specified.

1.80 UTILITY CROSSING ITEMS EXCEPT OPTION NO. 1 AND OPTION NO. 2 (Bid Item 0043);

UTILITY CROSSING ITEMS OPTION NO. 1 (Bid Item 1019); UTILITY CROSSING ITEMS OPTION NO. 2 (Bid Item 2054).).

Payment for Utility Crossing Items will be made at the applicable contract lump sum price, and shall be considered full payment for all work including protect in place, support and concrete encase.

1.81 BLUE DIAMOND DETENTION BASIN LANDSCAPE FILL (Bid Item 1056); FLAMINGO DETENTION BASIN LANDSCAPE FILL (Bid Item 1057))

1.81.1 Measurement

Measurement for placing landscape fill will be made on the basis of the cubic meters of material placed and graded to a minimum depth of 203 millimeters over surfaces designated for revegetation treatment or as shown on the drawings. Excess material from strip and stockpile for topsoil that is wasted or placed as miscellaneous fill will not be included for measurement under this item.

1.81.2 Payment

Payment for placing landscape fill will be at the applicable contract price per cubic meter, which payment shall constitute full compensation for materials, equipment, and labor.

1.82 CLEAR SITE AND REMOVE OBSTRUCTIONS, POST AND FORT APACHE (Bid Item 0040).

Payment for Clear Site and Remove Obstructions, Post and Fort Apache, shall include all costs for clearing, removal, replacement, and restoration work (except work by others) including all existing obstructions within the construction work area, except for clearing, removal, replacement and restoration work specifically specified in other bid items throughout this project. Except as otherwise specified, or except as otherwise indicated in other bid items, payment for clearing and removal work includes applicable earthwork; filling holes; removal of abandoned utility lines; removal of existing surface trash and debris, including trees and vegetation and debris piles (consisting of construction debris and/or dumped soils, dumped gravels, dumped rocks and dumped boulders), including

vehicle debris (vehicle bodies and/or vehicle parts) and appliance debris (whole and/or parts), and grubbing from within the Channel right-of-way and temporary construction easement; including removal of existing riprap rock as shown on the drawings, removal of existing filter fabric and or geotextile fabric under riprap, removal of existing cutoff walls, headwalls, and wingwalls as shown on the drawings, including DT sheets; removal of existing concrete pavement and concrete curb and gutter and plant mix bituminous surface (pbs) as shown on the drawings, including sawcutting and removal of necessary portion of the existing precast and/or cast in place concrete drainage structures to allow for placement of new channel and side drain structure; including removal and disposal of existing culvert shown on sheet DT1 and removal and disposal of existing riprap upstream and downstream of this culvert; including removal and disposal of existing large chunks of caliche material and chunks of concrete at the north side of the Post Road embankment east of Fort Apache Road within the Right Of Way, TCE and Grading Easements; including removal and disposal of existing manhole at location north of intersection of Fort Apache Road and Post Road and removal and disposal of existing surrounding concrete barrier rail and removal and disposal of existing 48" RCP within ROW/TCE; including removal and disposal of existing drop inlet structure (either type DM or type CM) and removal and disposal of related existing 48" RCP within ROW and TCE and removal and disposal of related existing PVC pipe within ROW/TCE all of which are located immediately north east of intersection of Fort Apache Road and Post Road; including removal and disposal of existing riprap located at the north east corner of the Fort Apache Road and Post Road alignment intersection; including removal of existing riprap and dirt piles located in F-3 Channel alignment downstream of Post Road RCB; removal, protection, replacement or restoration of existing structures and features indicated and disposal of all materials. Payment for Clear Site and Remove Obstructions, will be made at the applicable contract price, which payment shall constitute full compensation for clearing, obstruction removal, and protection work, complete.

1.83 SINGLE SWING GATE (Bid Item 0045).

1.83.1 Measurement

Measurement of single swing gates will be the number of single swing gates acceptably installed.

1.83.2 Payment.

Payment for Single Swing Gate will be made at the applicable contract price, which payment shall constitute full compensation for fabricating and installing the single swing gates, complete, including posts with caps, chain link fabric, frame members, tension bands, truss rods, stretcher bars, wire ties, truss wire, sleeves, hinges, grout, concrete, stops and padlocks, and all incidentals, complete, as shown on the drawings.

1.84 BASIN DEPTH GAGES (Bid Items 2064)

Payment for detention basin depth gages will be made at the applicable contract price which payment shall constitute full compensation for installing the depth gages, complete, including applicable earthwork,

reinforced concrete, and placing numerical markings as shown on the drawings.

1.85 BASIN STILLING WELL (Bid Items 2065)

Payment for basin stilling well will be made at the applicable contract price, which payment shall constitute full compensation for the basin stilling well, complete, including excavation and compacted fill; furnishing and placing reinforcing steel; staff gauge; manhole, access door, locking bar for manhole, locking box system for access door, shelf, stilling well ladder and safety cage, beehive inlets, rigid steel inlet pipes with slurry backfill, locking bar systems for beehive inlets; connections, furnishing, placing, finishing, and curing concrete for, cutoff, walls, slabs, and sills as shown on the drawings; including chain link fence and single swing gate; and all incidentals, complete, as shown on the drawings.

1.86 STORM WATER POLLUTION PREVENTION FACILITIES, EXCEPT OPTION NO. 1 AND OPTION NO. 2 (Bid Item 0055);

STORM WATER POLLUTION PREVENTION FACILITIES, OPTION NO. 1 (Bid Item 1016); STORM WATER POLLUTION PREVENTION FACILITIES, OPTION NO. 2 (Bid Item 2055).).

Payment for storm water pollution prevention facilities will be made at the applicable contract lump sum price, which payment shall constitute full compensation for the storm water pollution prevention facilities during the construction duration, complete, including furnishing and placing and maintaining for the construction duration silt fences, sand bags, bales of hay, signage, and including employee education and awareness; and all incidentals, complete, including all necessary permits that Contractor is responsible to obtain.

1.87 ROAD DETOURS AND ROAD RECONSTRUCTION EXCEPT OPTION NO. 1 (Bid Item 0042);

ROAD DETOURS AND ROAD RECONSTRUCTION OPTION NO. 1 (Bid Item 1012)..

Payment for Road Detours and Road Reconstruction will be made at the applicable contract lump sum price, and shall be considered full payment for: saw cutting, demolition, removal, hauling and disposal of asphaltic concrete; temporary traffic control during road removal including sign persons; including covering of existing signage and removal of existing signage and existing road markings in accordance with the DT drawings; including protect and support existing side walk, curb and gutter in place, protect and support existing water, gas, electric, fiber optic and other communication lines, vaults and other utility related items, and manholes; all required excavation and compacted fill for road detour and road reconstruction; adjusting blow-off assemblies if present and necessary; adjust valve boxes, pull boxes, vaults, water boxes for the detour and again for the road reconstruction, with exception to adjusting manholes for which there are other separate bid items; and for road detour: furnishing and placing the aggregate base course, complete, including subgrade preparation; including asphalt concrete or plantmix bituminous surface (PBS) in place and matching existing pavement and/or gutter, complete, including tack coat, prime coat and appurtenant work such as pavement striping, including removal of conflicting road markings; including relocate street light pull box, and traffic control and signage, and barricades; including installing temporary signage; including cmp arch culvert and riprap in accordance with drawing requirements, including relocate existing traffic signal pulboxs, including extending existing pvc conduit and pull strings; including maintaining all of the road detour features indicated above and shown on the DT drawings; and if Contractor chooses to construct detour road between Post Road and Sunset prior to award of Option No. 1, the Contractor shall include a temporary curve transition alignment from the detour road onto the current Fort Apache Road alignment and payment would include this temporary curve transition from detour back onto current Fort Apache Road alignment and shall also include temporary hospital entrance alignmentss and payment will also include final configuration of hospital entrance alignment to support the road detours to include any temporary barriers, installation & removal of traffic markings, striping, signage, complete, per approved Contractor plan submittal; and for road reconstruction: furnishing and placing the aggregate base course,

complete, including subgrade preparation; including asphalt concrete or plantmix bituminous surface (PBS) in place and matching existing pavement and/or gutter, complete, including tack coat, prime coat and appurtenant work such as pavement striping; including permanent striping, road markings, traffic control and signage in accordance with the DT drawings, including removal of conflicting road markings; including removal and disposal of road detours and associated road detour features including road materials, signage, striping and road markings, and barriers, when no longer needed, complete, as shown on the DT drawings.

1.88 CONSTRUCTION WATER EXCEPT OPTION NO. 1 AND OPTION NO. 2 (Bid Item 0056);

CONSTRUCTION WATER OPTION NO. 1 (Bid Item 1058); CONSTRUCTION WATER OPTION NO. 2 (Bid Item 2066).).

Payment for construction water will be made at the applicable contract price, which payment shall constitute full compensation for furnishing water for construction and all dust control including cost of permits, cost of water taps or hydrants, applicable earthwork, design and installation of temporary water pipeline and storage tanks, maintaining and repairing the water supply system, including costs for dust control, and all incidentals, complete.

- PART 2 PRODUCTS NOT USED
- PART 3 EXECUTION NOT USED
 - -- End of Section --